GENESEE COUNTY REQUEST FOR PROPOSALS #15-067

Sealed proposals will be received until 3:00 p.m. (EDT), Tuesday, August 25, 2015, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for DEMOLITION OF RESIDENTIAL STRUCTURES IN GENESEE COUNTY.

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.

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: 3:00 p.m. (EDT), Tuesday, August 25, 2015
PROPOSAL REQUEST NUMBER: #15-067

Cindy Carnes  
CINDY CARNES, PURCHASING MANAGER

bid2\2015\15-067
Attachments

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RFP #15-067
RFP #15-067 DEMOLITION OF RESIDENTIAL STRUCTURES IN GENESEE COUNTY

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1) Sealed proposals will be received until 3:00 p.m. (EDT), Tuesday, August 25, 2015, 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 303715B0005839. 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. 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/bso/login.sdo and click on Register https://www.buy4michigan.com/bso/external/fidCheck.jsp.

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 proposers 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 proposer to obtain addenda and other information issued at any time related to this RFP.

7) The Genesee County Community Development Block Grant Program Funded Construction Services Contract is attached to this RFP. After the award is made to the successful proposer, the Local Unit of Government and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

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.

9) 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
whenever, and to hold the County of Genesee and Local Unit of Government
harmless from any loss or damage resulting therefrom.

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

SECTION 2 - STANDARD TERMS & CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are 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, 1101
Beach Street, Room 343, Flint, Michigan, 48502.

2. **Evaluation and Award:** The contract will be awarded to the responsible offeror
whose proposal is determined to be most advantageous to the County, based on the
evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any
or all proposals, to waive any informality or irregularity in any proposal, and to negotiate
with the apparent successful offeror in the best interest of Genesee County.

3. **Discussion with Responsible Offerors and Revisions to Proposals:** Discussions may be conducted with responsible offerors who submit proposals
determined to be reasonably susceptible of being selected for award for the purpose of
clarification to assure full understanding of, and conformance to, the solicitation
requirements. If provided in the RFP, revisions of proposals may be permitted after
submissions and prior to award for the purpose of obtaining best and final offers.
Unless otherwise indicated in the Request for Proposals, Genesee County reserves the
right to award the contract in whole or in part, by item, by group of items, or by section
where such action serves the best interests of Genesee County.

4. **Cancellation; Rejection of Proposals:** The Request for Proposals may be
canceled by Genesee County at any time for any reason. Any proposal received may
be rejected in whole or in part when in the best interests of Genesee County.

5. **Receipt of Proposals:** It is solely the responsibility of the offeror to assure the
timely receipt of its proposal at the location indicated in the proposal announcement.
LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL
NOT BE ACCEPTED.

7. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is
exempt from Federal Excise Tax and Michigan Sales Tax.

8. **Non-Discrimination:** The successful proposer/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. Breach of this covenant shall be regarded as a material breach of this contract.

9. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.

10. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee’s immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee’s immediate family has a financial interest in the contemplated procurement from the offeror.

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

12. **Offeror’s Representations:** Each offeror, by submitting a proposal, represents as follows:

   1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;

   2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;

   3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.

13. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services
under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.

14. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.

15. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney’s fees arising out of or resulting from the performance of the contract.

16. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer’s standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.

17. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

18. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

19. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
20. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter
County Administration Building
County Courthouse

Galliver Building

Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

**SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

**Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide **DEMOLITION OF RESIDENTIAL STRUCTURES IN GENESEE COUNTY**.

**Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission (“GCMPC”). 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**. Email is the preferred method of contact.

**Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Wednesday, August 19, 2015 by 12:00 p.m. (EDT)**, 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.

**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](http://www.gc4me.com/Purchasing/currentbids.htm)). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the **Signature Page**.
Proposal Considerations: All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of this RFP.

Responsive Proposals: To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.

Proposal Modifications: Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.

Withdrawal of Proposal: Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.

Validity Period: Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.

Right To Reject: Genesee County reserves the right to reject any and all proposals received in response to this RFP.

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 proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer 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 and received no later than Wednesday, August 19, 2015 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.

Errors, Omissions, And Discrepancies: If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request clarification or modification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.

Best and Final Offers: Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be
reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

**Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal 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 any and all charges resulting from the contract.

**Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.

**Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.

**Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.

**Statement of Exceptions:** The proposer 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 proposer agrees to meet all requirements set forth in this solicitation.

**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.
**Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.

**Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

**News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

**SECTION 4 - QUALIFICATIONS OF PROPOSERS**

In order to qualify for award, a proposer 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 proposer unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

1. **Certificate of Good Standing (Corporation) or Certificate of Existence:** The proposer 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 and 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.)

2. **Michigan Residential Builders or Maintenance & Alteration – Home Wrecking License:** The bidder must be licensed by the State of Michigan as a Residential Builder and/or Maintenance and Alterations Contractor with a House Wrecking trade designation. (The person/company that is issued the License by the State of Michigan must be the entity that applies in order to be qualified.)

3. **Bid, Performance and Payment Bond:** Bidders must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and a Performance and Payment Bond, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.
4. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing GCMPC. In addition, all Respondents shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.

5. Other State License and/or Certification:
   a. Asbestos Abatement License is required for Ordered/Emergency Demolitions. Asbestos Abatement training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person.
   b. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

6. If a proposer 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 - SCOPE OF WORK

GCMPC seeks sealed proposals from qualified respondents to provide any or all of the scopes of services described below on residential structures located in Genesee County. Applicants can respond to the scope or service described below (Attachment A for full scope):

The purpose of the this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures located in Genesee County.

1) This project consists of building and site demolition; disposal of buildings and basements and foundations including backfill of the excavation; secure all necessary permits (demolition, water/sewer cut, soil erosion and any others required by the local unit of government); disconnect water and sewer utilities and/or cap wells and abandonment of septic per Genesee County Health Department requirements, unless otherwise identified by GCMPC or its authorized representative. (GCMPC is responsible for disconnecting gas and electric service at each of the properties in this RFP. Contractor will be responsible for disconnecting water and sewer.)

2) Ordered Demolitions - Requirements per the Asbestos NESHAP for all ordered demolitions (commonly referred to as emergency demolitions):
   a) An Asbestos NESHAP trained person must be on site during the demolition
   b) Water must be used and all debris must be kept wet at all times (except when temperatures are below freezing - then records must be kept onsite of the temperature at the beginning, middle and end of each work day)
   c) Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
d) All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years

3) Ordered Demolitions - Requirements per the Asbestos MIOSHA for all ordered demolitions (commonly referred to as emergency demolitions):
   a) Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person

4) Requirements of the work are contained in the Scope of Work and include cross-references to published information. Detailed Scope of Work can be found in Attachment A.

5) Without force and effect on requirements of the Scope of Work, a description of the work of the Contract can be summarized as follows:
   a) Site and Building Demolition
      i) Locate property corners and lot lines to accurately set limits of demolition
      ii) Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and debris on the site
   b) Protection of Trees
      i) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished
   c) Concrete Sidewalks/Drive Approach
      i) Access to the property for demolition work shall be limited to an area as designated by GCMPC/Authorized Representative. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project
      ii) Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
      iii) It is the Contractors’ responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor’s access is limited to the site manager’s approved access point
      iv) Concrete, asphalt and/or gravel driveways and walkways along with any sub layers that may exist below the surface are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk
   d) Site Restoration
      i) Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Attachment A, Section 200, Part 2 – Products
e) Except for items indicated to remain on the property, demolished materials shall become the Contractor’s property and shall be removed from the site and disposed of legally.

6) Submittals
   a) Accurate landfill receipts/waste manifests must be submitted to GCMPC, or its authorized representative, within ten (10) days with invoice at the completion of project.
   b) All documentation must be submitted for each property/project individually.
   c) Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
   d) If weather does not allow for final-grade at the time demolition is complete, 10% of the property bid price will be withheld until final grade is completed and inspected.
   e) Request for Payment Packet must include:
      i) Request for Final Payment
      ii) Sworn Statement
      iii) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
      iv) Invoice on Contractor’s Letterhead
      v) Before and After Photographs of the site (labeled)
      vi) City or Township Winter-grade or Final inspection receipt
      vii) If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers’ Disability Compensation Act requirements and appropriately licensed
      viii) Demolition Permit
      ix) Waste Manifest - Indicate Type II or Type III landfill
      x) Field Report/Daily Log

Work Schedule
1. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm sewer, etc.) has been completed prior to start of demolition.

2. Immediately after contract award the General Contractor shall submit to GCMPC for review a tentative schedule of completion dates and work plan for the above referenced work.

3. Contractor shall notify GCMPC’s representative 72 hours in advance of being on site and provide the contractor(s) company name, address, telephone & fax number.

4. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to Anna Pinter, 1101 Beach Street, Room 223, Flint, MI 48502. Furnish to GCMPC copies of all endorsements that are subsequently issued amending coverage or limits. GCMPC must be listed as an additional insured.
5. Completion dates are provided in the contract documents.

Contractor Uses of Premises
1. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager.

2. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.
   a) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
   b) Drive approaches located between the sidewalk and curb must be left as is.
   c) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractor's expense. No sedimentation on the road will be allowed.

3. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.

4. Any fallen trees, trash, debris and/or brush must be removed from site.

Adjustments to Bid
1. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by the GCMPC, or environmental hazards are found, at any time prior to actual demolition, GCMPC reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s).

Use of Water
1. Water must be on site, either through a water truck provided by a contractor or Hydrant rental for ordered demolitions and to address dust pollution control.

Federal, State and Local Requirements
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, MDNRE, 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. OSHA 29 CFR 1926 – Safety and Health Regulations for Construction
   a. 1101 – Asbestos

2. OSHA 29 CFR 1910 – Occupational Safety and Health Standards
a. 1001 – Asbestos
b. 1200 – Hazard Communication


4. HUD’s Residential Lead-Based Paint Hazard Reduction Act of 1992 Title X parts 1012-1013

5. Community Development Block Grant (CDBG) Federal Regulations 24 CFR (see Attachment E for items specific to this project)

6. Equal Opportunity Clause

7. Section 3 Clause (Attachment C)

8. HUD Contract and Subcontract Activity

9. Copeland Anti-Kickback Act

10. Bidders Insurance Checklist

11. Other Regulations referenced throughout this document and attachments

SECTION 6 - SUPPLEMENTAL CONDITIONS

Payment: Payment shall be made to the contractor(s) for the successful demolition and clean-up of each structure within 30 days of the completion of each structure/project to the satisfaction of the GCPRC.

Prevailing Wage Requirement: All contractors and subcontractors shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS
(PROPOSAL FORMAT)

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

Experience and Capacity Proposal

1. 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 and 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.) Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.

2. Experience: Bidders must have a minimum of five (5) years of proven experience providing professional licensed demolition services. Experience and capacity to implement scope of work described in Scope of Work (Attachment A). Please ensure you are including information for GCMPC to assess your qualifications in regards to the scoring criteria set forth in this RFP.

1) Qualifications of assigned project staff and subcontracts, including:
   b) Relevant professional and educational experience,
   c) Identification of specific staff individuals with experience managing hazardous materials inspection projects,
   d) Identification of state certified laboratories who will participate in the project, and
   e) Past projects to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of two (2) projects that are similar in nature to projects described in the RFP.

2) Evidence of Financial Stability: The bidder shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. All Respondents shall include their most recent financial statements with the proposal response. This information will assist GCMPC in determining the Respondent’s financial condition. GCMPC is seeking this information to ensure that the proposer’s have the financial stability and wherewithal to assure good faith performance.

3) Michigan Residential Builders or Maintenance & Alteration – Home Wrecking License: The bidder must be licensed by the State of Michigan as a Residential Builder and/or Maintenance and Alterations Contractor with a House Wrecking trade designation. (The person/company that is issued the License by the State of Michigan must be the entity that applies in order to be qualified.)

4) Bid, Performance and Payment Bond: Bidders must provide a Bid Bond in the amount of five (5%) of their bid amount. A Performance and Payment Bond, will be required of the successful respondent in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.

5) Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of
interest in representing GCMPC or Genesee County. In addition, all Respondents shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.

6) **Other State License and/or Certification:**
   a) Asbestos Abatement License is required for Ordered/Emergency Demolitions.
   b) Asbestos Abatement training is required for all employees on site of an Ordered/Emergency Demolition.
   c) Demolitions involving Class I or Class II ACM require a 40-hour trained competent person. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

7) **Statement of Exceptions:** See Section 1.7 for clarification.

8) **Signed Signature Page:** See page 22 of this solicitation.

9) **Executed Insurance Checklist:** See page 23 of this solicitation.

**Main Proposal**
Please provide the following information:

1. Experience and capacity to implement scope of work described in Scope of Services (Attachment A). Please ensure you are including information for GCMPC to assess your qualifications in regards to the scoring criteria set forth in this RFP.

2. Familiarity with Genesee County and basic understanding of programs including previous experience with CDBG funded activities.

3. The qualification of assigned project staff and subcontracts, including:
   a. Relevant professional and educational experience
   b. Identification of specific staff individuals with experience managing demolition projects
   c. Identification of landfills and disposal sites who will participate in the project
   d. Past projects to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of two (2) projects that are similar in nature to projects described in the RFP.

4. Capacity to complete multiple demolitions on a weekly basis (see RFP scoring criteria).

**Section 3 Certification Forms**

Please complete and submit the Section 3 forms in Attachment B. Contractors certified as Section 3 will receive a price preference in the award of the contract over non-Section 3 contractors. A contractor submitting a bid of $100,000 or more must be Section 3 certified in order to win the award.
List of References (2)

Please complete and submit the Reference List in Attachment C.

Attachments

A – Scope of Work/Summary of Work
B – Section 3 Clause
C – List of References (2)
D – Community Development Block Grant (CDBG) Requirements
COST PROPOSALS
List Classification Number, Job title and prevailing wage rate of all workers to be onsite (current wage decision can be found at [www.wdol.gov](http://www.wdol.gov)):

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<thead>
<tr>
<th>Classification Number</th>
<th>Hourly Rate</th>
<th>Hourly Fringe</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: LABO0005-006</td>
<td>$23.40</td>
<td>$12.79</td>
<td>Laborer</td>
</tr>
<tr>
<td>Level B</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Address</th>
<th>Location</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-03-576-077</td>
<td>3365 Emerson Street</td>
<td>Flint Township</td>
<td>$</td>
</tr>
<tr>
<td>07-10-576-125</td>
<td>3034 Hatherly Avenue</td>
<td>Flint Township</td>
<td>$</td>
</tr>
<tr>
<td>07-10-576-124</td>
<td>3038 Hatherly Avenue</td>
<td>Flint Township</td>
<td>$</td>
</tr>
<tr>
<td>07-10-526-016</td>
<td>3213 Hatherly Avenue</td>
<td>Flint Township</td>
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<td>07-10-527-016</td>
<td>3109 Hatherly Avenue</td>
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<td>$</td>
</tr>
<tr>
<td>07-22-502-122</td>
<td>2256 Nerredia Street</td>
<td>Flint Township</td>
<td>$</td>
</tr>
<tr>
<td>07-03-527-073</td>
<td>2625 Thornton Avenue</td>
<td>Flint Township</td>
<td>$</td>
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<tr>
<td>07-19-528-008</td>
<td>2040 Noble Avenue</td>
<td>Flint Township</td>
<td>$</td>
</tr>
<tr>
<td>14-24-529-083</td>
<td>1299 Coldwater</td>
<td>Mt. Morris Township</td>
<td>$</td>
</tr>
<tr>
<td>14-34-503-033</td>
<td>3377 Windland Drive</td>
<td>Mt. Morris Township</td>
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<td>14-34-503-014</td>
<td>3336 Windland Drive</td>
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<td>14-24-503-001</td>
<td>1356 Louis Avenue</td>
<td>Mt. Morris Township</td>
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</tr>
<tr>
<td>04-19-100-014</td>
<td>12502 Corruna Road</td>
<td>Clayton Township</td>
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</tr>
<tr>
<td>04-21-526-020</td>
<td>2236 Van Vleet Road</td>
<td>Clayton Township</td>
<td>$</td>
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<tr>
<td>10-31-577-183</td>
<td>206 W Lord Street</td>
<td>Village of Gaines</td>
<td>$</td>
</tr>
</tbody>
</table>

* Additional properties may be added to this contract, if mutually agreed to by both parties in writing.

RFP #15-067
SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE

In evaluating responses to this RFP, GCMPC will take into consideration the experience, capacity and costs that are being proposed by the Respondent.

GCMPC will evaluate the qualifications received and identify the submittal that is the most responsive, responsible and offers the best service to GCMPC. GCMPC will consider cost of services, consultant qualifications, financial viability, project references and experience with comparable projects. Specifically, each Qualifications package will be reviewed based on the following selection criteria:

<table>
<thead>
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<th>Evaluation Factors</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td><strong>Price</strong></td>
<td>50 points</td>
</tr>
<tr>
<td>The ability to demonstrate reasonable costs in performing the scope of work identified in the RFP</td>
<td></td>
</tr>
<tr>
<td><strong>Capacity</strong></td>
<td>30 points</td>
</tr>
<tr>
<td>Amount of time to accurately complete the abatement and disposals for the properties included, and submit paperwork for payment</td>
<td></td>
</tr>
<tr>
<td><strong>Specialized Experience</strong></td>
<td>20 points</td>
</tr>
<tr>
<td>Past experience working with federal NSP and/or CDBG funding and local units of government</td>
<td></td>
</tr>
</tbody>
</table>
SIGNATURE PAGE
GENESEE COUNTY RFP #15-067

The undersigned represents that he or she:

is duly authorized to make binding offers on behalf of the company,

has read and understands all information, terms, and conditions in the RFP,

has not engaged in any collusive actions with any other potential proposers for this RFP,

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,

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.

acknowledges the following addenda ___________________ issued as part of the RFP:

Name (Printed): ________________________________

Signature: ________________________________

Title: ________________________________

Company: ________________________________

Date: ________________________________

Contact Person

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

<table>
<thead>
<tr>
<th>CONTACT NAME</th>
<th>POSITION</th>
<th>E-MAIL</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS</th>
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<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title: DEMOLITION OF RESIDENTIAL STRUCTURES IN GENESEE COUNTY

Proposal Number: 15-067

Covrages Required                  Limits (Figures denote minimums)

X 1. Workers' Compensation          Statutory limits of Michigan

X 2. Employers' Liability           $100,000 accident/disease $500,000 policy limit, disease

X 3. General Liability              Including Premises/operations

$1,000,000 per occurrence with $2,000,000 aggregate

X 4. Professional liability         Including errors and omissions $200,000/occurrence

$1,000,000 per occurrence with $2,000,000 aggregate

X 5. Medical Malpractice            $200,000 per occurrence $800,000 in aggregate

Including errors and omissions $200,000/occurrence

X 6. Automobile liability           $1,000,000 combined single limit each accident-

Aggregate [If applicable]

X 7. Products/Completed operations  $1,000,000 per occurrence with $2,000,000

Aggregate [If applicable]

** 7. Umbrella liability/Excess Coverage $ 2,000,000 BI & PD and PL

X 8. 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.

X 9. Other insurance required: Pollution Liability as required for transporters of hazardous waste. NESHAP and

ASBESTOS/MOSHA, OSHA requirements must be adhered to. County to be named as an additional insured via

endorsement or evidence of blanket Additional Insured. Limits: $2 Million per occurrence and $5 Million in the

Aggregate.

** 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 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 Management Coordinator.

X 10. 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.

X 11. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

X 12. The certificate must state bid number and title

** 13. The certificate must state bid number and title

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

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 #9 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.

________________________________ ______________________________ __

Proposer  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. 

REVISED 04/08/2010

RFP #15-067
Attachment A – Scope or Work

Scope of Work/Summary of Work

TABLE OF CONTENTS

SECTION 100 – SUMMARY OF WORK.............................................................2

SECTION 200- SOIL EROSION & SEDIMENTATION CONTROL...........3

SECTION 300 – EARTHWORK.........................................................................5

SECTION 400 – BUILDING DEMOLITION....................................................9
SECTION 100 – SUMMARY OF WORK

PART 1 - GENERAL INFORMATION

1.1 DESCRIPTION

A. This project consists of building and site demolition and disposal of buildings and basement/foundation, including backfill of the excavated area, secure all necessary permits (demolition, water/sewer cut, soil erosion and any other required by the local unit of government), and disconnect water and sewer utilities or cap wells and abandonment of septic tanks, if present, per Genesee County Health Department requirements.

B. Asbestos and hazardous materials have been removed by others for structures identified in this bid (Unless deemed as an Ordered/Emergency demolition –See Section c). Contractor is responsible for removing non-friable Category I asbestos containing materials. A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contactor.

   (1) See Attachment B for NESHAP requirements for Ordered/Emergency Demolitions
   (2) Contractor must follow all State and Federal laws and requirements for the removal of all Asbestos Containing materials (ACMs) – friable and non-friable

C. Ordered Demolitions - Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions):

   (1) An Asbestos NESHAP trained person must be on site during the demolition
   (2) Water must be used and all debris must be kept wet at all times (except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day)
   (3) Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
   (4) All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years

D. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions):

   (5) Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person

E. Removal of non-friable/intact Class II materials requires workers to be trained 8 or more hours depending on number of Class II materials involved.

F. There is one exception to this competent person training requirement involving flooring that is removed intact utilizing compliant work practices specified in Part 602 for these materials; 12 hours competent person training is required.
G. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.

H. A description of the scope of work can be summarized as follows: (1) Site and Building Demolition

(a) Locate property corners and lot lines to accurately set limits of demolition

(b) Site and building demolition, including the removal of structures, basements, footings, landscaping and walls, cut brush and trees, bituminous and/or concrete paving, and miscellaneous debris on the site

(2) Protection of Trees

(a) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4” or greater that are located outside of five (5) feet from the structure being demolished

(3) Concrete Sidewalks/Drive Approach

(a) Access to the property for demolition work shall be limited to an area as designated by GCMPC’s site manager/Authorized Representative. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project

(b) Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.

(c) It is the Contractor’s responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor’s access is limited to the site manager’s approved access point

(d) Concrete, asphalt and/or gravel driveways are to be removed with the exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk

(4) Site Restoration

(a) Site restoration includes fill and compaction of all disturbed areas, seeding and mulch as specified in Section 200, Part 2 - Products.

(5) Except for items indicated to remain GCMPC’s/owner’s property, demolished materials shall be become the Contractor’s property and shall be removed from the site and disposed of legally.

I. Submittals

(1) Landfill receipts/waste manifests must be submitted to GCMPC/Authorized Representative within 10 days with invoice at the completion of project.

(2) All documentation must be submitted for each property/project individually.

(3) Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.
(a) Request for Payment Packet must include: (i) Request for Final Payment  
(ii) Sworn Statement  
(iii) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement  
(iv) Invoice on Contractor’s Letterhead  
(v) Before and After Photographs of the site (labeled)  
(vi) City or Township Winter-grade or Final inspection receipt  
(vii) If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers’ Disability Compensation Act requirements and appropriately licensed  
(viii) Demolition Permit  
(ix) Waste Manifest- Indicate Type II or Type III landfill  
(x) Certified Payroll  
(xi) Field Report/Daily Log  

1.2 WORK SCHEDULE  
A. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to start of demolition.  
B. Immediately after contract award the General Contractor shall submit to GCMPC/Authorized Representative for review a tentative schedule of completion dates and work plan for the above referenced work.  
C. Contractor shall notify GCMPC/Authorized Representative 72 hours in advance if a subcontractor is to be employed for the project and provide the subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed.  
D. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Metropolitan Planning Commission, 1101 Beach Street, Flint, MI 48502. Furnish to GCMPC/Authorized Representative copies of all endorsements that are subsequently issued amending coverage or limits.  
E. Completion dates are provided in the contract documents.  

1.3 CONTRACTOR USES OF PREMISES  
A. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor’s use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager.
B. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.

(1) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.

(2) Drive approaches located between the sidewalk and curb must be left as is.

(3) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.

C. Any areas disturbed by construction activities shall be re-graded and seeded if necessary. D. Any fallen trees, trash, debris and/or brush must be removed from site.

1.4 ADJUSTMENTS TO BID

A. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by GCMPC/Authorized Representative, or environmental hazards are found, at any time prior to actual demolition, GCMPC reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors’ bid for that structure(s).

1.5 USE OF WATER

A. Water must be on site, either through a water truck provided by a contractor or Hydrant rental for ordered demolitions and to address dust pollution control.

END OF SECTION 100

SECTION 200- SOIL EROSION–SEDIMENTATION CONTROL

PART 1– GENERAL INFORMATION

1.1 RELATED DOCUMENTS

A. Drawings, reports, and general provisions of the contract, including General Conditions and other Division I specifications sects apply to this section.

1.2 DESCRIPTION

A. Soil erosion permits are required for certain parcels. Contractor, at Contractor’s expense, shall secure waivers and/or permits for soil erosion, demolition, utility cut/plug and/or well/septic abandonment permits.

1.3 SCHEDULING

A. Control measures shall be constructed by the Contractor prior to the time demolition work starts and maintained throughout the demolition and site restoration work.

PART 2 - PRODUCTS

2.1 SEED

A. 30% perennial rye, 30% Kentucky blue grass, 40% creeping red fescue applied at a rate of 100 pounds per acre, placed upon six (6) inches of screened topsoil.

2.2 MULCH

A. Mulch may be straw or wood fiber.
PART 3 – EXECUTION

3.1 PERFORMANCE

A. General: Even though a specified erosion control measure is not called out on the plans, the contractor shall properly control and/or prevent all erosion caused by the Contractor’s demolition operation.

B. Sediment Removal:

(1) The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.

(2) If eroded material is allowed to enter a storm sewer system it shall be the Contractors responsibility to see that all catch basins and manholes are cleaned following demolition prior to receipt of final payment.

(3) All eroded materials deposited in the street gutter as a result of this work shall be removed by the Contractor promptly at the Contractor’s expense.

C. Restoration of Surface: Restoration is limited to backfill and compaction of disturbed areas. Final grading, seed and mulch shall be performed by the Contractor.

END OF SECTION 200

SECTION 300 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Excavating, filling, and grading for this work includes, but is not necessarily limited to: filling and backfilling to attain indicated grades

1.2 PROJECT CONDITIONS

A. Dust Control

(1) The Contractor shall use all means necessary to control dust on and near the work and on and near all off-site borrow areas if such dust is caused by the Contractor’s operations during performance of the work or if it results from the condition in which the Contractor leaves the site.

(2) All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties

B. Protection

(1) The Contractor shall use all means necessary to protect adjacent property before, during, and after demolition work.

(2) In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of GCMPC/Authorized Representative and at no additional costs to GCMPC.

C. Safety: The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A.

154. D. Permits: SEE SECTION
1.3 REFERENCES


B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: [http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444--,00.html](http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444--,00.html); copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

Part 2 - PRODUCTS

2.1 FILL MATERIAL

A. All fill material except for MDOT Class II Granular Material (excluding blue clay), shall be subject to the approval of GCMPC/Authorized Representative.

B. For Approved fill material, notify GCMPC/Authorized Representative in advance of the intention to import material, its location and GCMPC’s name, address and telephone number.

C. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as backfill or fill is uncontaminated.

The following tests shall be performed for each separate borrow source of backfill material, to verify that it is free of contamination if certification is not provided:

(1) Volatile Organics (Method 8260);

(2) Semi-Volatile Organics (Method 8270);

(3) Pesticides/PCBs (Method 8080); and

(4) Metal tests for arsenic, barium, cadmium, copper, lead, mercury, selenium, silver and zinc matter.

D. Any fill material obtained from off-site sources shall be free from contamination. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants.

E. Fill materials shall be free of rocks or lumps larger than six (6) inches in greatest dimension.

F. Pulverized building materials or debris shall not be used as fill material.

G. Fill from off-site shall be from a commercial source or approved by GCMPC/Authorized Representative.

H. Top Soil

(1) Six (6) inches of screened top soil must be applied to each lot. (Topsoil must be free of pulverized building materials and construction debris.)

(2) Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as topsoil is uncontaminated.
PART 3 - EXECUTION

3.1 PREPARATION
A. Protect structures, utilities, sidewalks, pavements, and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.
C. Protect existing trees to remain.

3.2 DEWATERING
A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
B. Protect subgrades from softening and damage by rain or water accumulation.

3.3 EXCAVATION
A. Explosives: Do not use explosives.
B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

3.4 STABILITY OF EXCAVATIONS
A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

3.5 APPROVAL OF SUBGRADE
A. Notify GCMPC’s Representative when excavations have reached required subgrade.
B. When GCMPC’s Representative determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill materials as directed.
C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by GCMPC’s representative.

3.6 STORAGE OF SOIL MATERIALS
A. Stockpile materials acceptable for backfill and fill soil materials, including, acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
   (1) Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 BACKFILL
A. Backfill excavations promptly, but not before completing the following:
   (1) Receipt of approval to proceed from local municipality building inspector.
   (2) Acceptance of removals below finish grade.
   (3) Removal of trash and debris from excavation.
(4) Removal of temporary shoring and bracing and sheeting.

3.8 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

(1) Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverized, moisture-condition or aerate soil and recompact to require density.

C. Place fill in layers to an elevation of between 8” to 18” above adjacent undisturbed ground.

3.9 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or back fill layer before compaction to within 2 percent of optimum moister content.

(1) Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

(2) Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

3.10 COMPACTON

A. Place backfill and fill materials in layers not more than 18 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by GCMPC’s Representative. Heavy equipment such as loaders, bulldozers, etc. may be used to achieve compaction if approved by GCMPC’s Representative. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

3.11 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

(1) Provide a smooth transition between existing adjacent grades and new grades.

(2) Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water to adjacent right-of-ways. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

3.12 PROTECTION

A. All trees of a diameter of 4” or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCMPC’s Representative.

B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.

(1) Scarify or remove and replace material to depth directed by GCMPC’s Representative; reshape and re-compact at optimum moisture content to the required density.

D. Settling: Where settling occurs during the Project correction period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.

(1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the property.

3.14 PAYMENT

A. The work of excavating, filling, and grading shall be included in the lump sum project costs. The work of grading shall include all labor, materials and equipment necessary for filling and compaction the subgrade prior to placing any improved surface. Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.

B. If weather does not allow for final-grade at the time demolition is complete, 10% of the property bid price will be withheld until final grade is completed and inspected.

END OF SECTION 00300

SECTION 400 – BUILDING DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Condition and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. This Section includes the following:

(1) Demolition and removal of building, basements, and foundations.

(2) Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4” in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.

B. Related Sections: The following contain requirements that relate to this Section.

(1) Division 1 Section “Soil Erosion-Sedimentation Control”.

(2) Division 2 Section “Excavating, Filling and Grading” for soil materials, excavating, backfilling, and site grading.
1.3 DEFINITIONS
A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain.
B. Existing to Remain: Protect items indicated to remain against damage during demolition.

1.4 MATERIALS OWNERSHIP
A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain, demolished materials shall be become the Contractor’s property and shall be removed from the site with further disposition at the Contractor’s option.

1.5 SUBMITTALS
A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, for information only, unless otherwise indicated.
B. Proposed dust-control measures.
C. Proposed noise control measures.
D. Schedule of demolition activities indicating the following:
   (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
E. Inventory of items to be removed and salvaged.
F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE
A. Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.
B. Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS
A. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.
B. Buildings to be demolished will be vacated and their use discontinued before start of work.
C. GCMPC assumes no responsibility for actual condition of the buildings to be demolished.
   (1) Conditions existing at time of inspection for bidding purpose will be maintained by GCMPC as far as practical.
D. Storage or sale of removed items or materials on-site will not be permitted.
E. Landfill Disposal: Contractor shall supply GCLBA with a copy of landfill and disposal receipts.

PART 2-PRODUCTS (Not Applicable)
PART 3-EXECUTION

3.1 EXAMINATION
A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
B. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
C. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.2 PREPARATION
A. Drain, purge, otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
B. If necessary, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
   (1) Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from GCMPC and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
D. Conduct demolition operations to prevent inquiry to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
   (1) Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
   (2) Protect existing site improvements, appurtenances, and landscaping to remain.
   (3) Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.3 EXPLOSIVES
A. Use of explosives will not be permitted.

3.4 POLLUTION CONTROLS
Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857(C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.
All demolition operations conducted by the Demolition Contractor are to be in compliance with application provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

In addition, Section 113(c)(1) of the Act(42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than $25,000 per day of violation, or by imprisonment for not more than one year, or by both.

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than $10,000 or by imprisonment for not more than six months, or by both.

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

(1) Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

D. Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by GCMPC. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

3.5 DEMOLITION

A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

(1) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

(2) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

(3) Small buildings may be removed intact when permitted by GCMPC’s Representative and approved by authorities having jurisdiction.

(4) Break up and remove concrete slabs on grade, unless otherwise shown to remain.

(5) Remove air-conditioning equipment without releasing refrigerants.

(6) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows: Below grade structures foundation/basement floor shall be totally removed.

C. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.

D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.
E. Special Conditions

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be repaired by the Contractor at his expense.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials and legally dispose of them.

D. Contractor shall supply GCMPC/Authorized Representative with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must by supplied to GCMPC/Authorized Representative in a timely manner to insure payment will be paid in a timely manner.

3.7 MEASUREMENT & PAYMENT

A. The work of Building Demolition shall not be paid for separately but shall be included in the lump sum of project costs.

END OF SECTION 300
Attachment B - 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).
Section 3 Certification Forms
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 ________________

27
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 evidence of participation in a public
☐ Copy of receipt of public assistance
☐ Copy of previous year’s income tax assistance program 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
☐ List of employees claiming Section 3 status
☐ PHA/IHA Residential lease less than 3
☐ Copy of previous year’s income tax years from day of Employment 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

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**FY 2015 Median Family Income for Flint and Genesee County MSA - $53,800**

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Very-Low Income</th>
<th>Low Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Person</td>
<td>$19,000</td>
<td>$30,350</td>
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<tr>
<td>Two Person</td>
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Genesee County
STATEMENT OF QUALIFICATIONS
SECTION 3 CERTIFICATION – BUSINESS CONCERN

Name of Business Concern: __________

List any/all Doing Business As (DBA) __________________________________________________________________________

Address: ______________________________________________________________________________________________________

The Company is a: □ Sole Proprietorship  □ Joint Venture  □ Limited Liability Corporation (LLC)
□ Partnership  □ Corporation

Contact Information – Name: ______________________________________________________________________________________

Phone: __________________________________ Fax: __________________________

Email: ________________________________________________________________________________________________________

Submitted by: ___________________________________________________________ __________________________

   Signature                                                      Date

1. List Owners of Business and Percentage of Ownership
   Name % Ownership
   ___________________________ __________________________
   ___________________________ __________________________
   ___________________________ __________________________

2. List All Employees of the Business Concern and their Job Category
   Please note: A computer generated employee list can be submitted as long as it lists the employee name, job
   category, Part-time or Full-time status and Section 3 Resident status.

<table>
<thead>
<tr>
<th>Name</th>
<th>Full (FT)/Part (P)</th>
<th>Job Category</th>
<th>Section 3 Resident?</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

If any current employees are considered Section 3 Residents, please provide documentation as
evidence of status, as described in the Business Concern Certification Form.
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:

† Copy of lease
† Copy of receipt of public assistance
† Copy of Evidence of participation in a public assistance program
† Copy of the most recent year’s income tax filings
† 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 ____________________________
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</tbody>
</table>
Attachment C - List of References

Reference #1:
Company/Municipality: _________________________________________________________________
Contact Person: ________________________________ Title: ________________________________
Address: _____________________________________________________________________________
City: __________________________________ State: _______________ Zip: _______________
Telephone: _______________________________ Fax: _______________ ____________________
Email: _______________________________________________________________________________
Type of Project:
_______________________________________________________________________________
Budget: ______________________________________________

Reference #2:
Company/Municipality: _________________________________________________________________
Contact Person: ________________________________ Title: ________________________________
Address: _____________________________________________________________________________
City: __________________________________ State: _______________ Zip: _______________
Telephone: _______________________________ Fax: _______________ ____________________
Email: _______________________________________________________________________________
Type of Project:
_______________________________________________________________________________
Budget: ______________________________________________
Attachment D - Community Development Block Grant (CDBG) Requirements

EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246, as amended - 41 CFR Part 60-1.4(b)) 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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which she 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.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 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.

6. 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 procedure 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.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or
purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 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 provision, 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.
1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) 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); and

(4) 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 or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith
effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and
community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to
keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 - 41 CFR PART 60-2)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   **Goals for Minority Participation in Each Trade**
   | Time Table: Until Further Notice | Trade: All Trades | Goal (Percent): 12.6% |

   **Goals for Female Participation in Each Trade**
   | Time Table: Until Further Notice | Trade: All Trades | Goal (Percent): 7.0% |

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].
Participation Goals for Minorities and Females

(Office of Federal Contract Compliance Programs (OFCCP)
Technical Assistance Guide for Federal Construction Contractors, Appendix E)

Contractors may establish higher goals if they desire. Although a contractor is required to make good faith efforts to meet their goals, the goals are not quotas and no sanctions are imposed solely for failure to meet them. The following factors explain the difference between permissible goals, on the one hand, and unlawful preferences, on the other:

- Participation rate goals are not designed to be, nor may they properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin.

- Goals are neither quotas, set-asides, nor a device to achieve proportional representation or equal results. Rather, the goal-setting process is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunity.

- Goals under Executive Order 11246, as amended, do not require that any specific position be filled by a person of a particular gender, race, or ethnicity. Instead, the requirement is that contractors engage in outreach and other efforts to broaden the pool of qualified candidates to include minorities and women.

- The use of goals is consistent with principles of merit, because goals do not require an employer to hire a person who does not have the qualifications needed to perform the job successfully, hire an unqualified person in preference to another applicant who is qualified, or hire a less qualified person in preference to a more qualified person.

- Goals may not be treated as a ceiling or a floor for the employment of members of particular groups.

- A contractor's compliance is measured by whether it has made good faith efforts to meet its goals, and failure to meet goals, by itself, is not a violation of the Executive Order.
MINORITY/WOMEN/HANDICAP BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); HOME Investment Partnerships Program (HOME); and Supportive Housing Program (SHP) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(I) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural/Engineering/Design/Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the Genesee County Office of Equity & Diversity Certified Businesses and Minority Business Directory can be found at http://www.gc4me.com/employment/services.php to assist you in identifying contractors and businesses needed to carry out your project activity. The Directory is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach form in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work/offering materials, services, or supplies on the federally assisted project/activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any
award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and/or services to be assisted under a federally assisted project/activity.
GENESEE COUNTY MBE/WBE/HBE OUTREACH REPORT
FOR LOCAL UNITS OF GOVERNMENT, CONTRACTORS AND SUBCONTRACTORS

Date: ________________

Local Unit of Government: ________________________________

Prime Contractor: ____________________________________________

Subcontractor: ______________________________________________

Contact Person: ___________________ Telephone Number: __________

Name of Project: ______________________________________________

Type (Construction, Materials, Services OR Supplies): _________________

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

1) Contractor Name: ____________________________________________

Contact Person: ______________________________________________

Form of Contact: ___________________________ Date: ______________

Supporting Documentation:
Written Bid Received: YES NO Amount: ________________

Were they Selected for Contract?: YES NO

If No, Why? _________________________________________________

MBE/WBE/HBE: YES NO

Section 3: YES NO If yes, please fill out Section 3 forms.

2) Contractor Name: ____________________________________________
Contact Person: __________________________________________________________
Form of Contact: ___________________________ Date: __________________________
Supporting Documentation:
Written Bid Received: YES NO Amount: __________________________
Were they Selected for Contract?: YES NO
If No, Why? ______________________________________________________________________
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.
3) Contractor Name: __________________________________________________________
Contact Person: __________________________________________________________
Form of Contact: ___________________________ Date: __________________________
Supporting Documentation:
Written Bid Received: YES NO Amount: __________________________
Were they Selected for Contract?: YES NO
If No, Why? ______________________________________________________________________
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

Local Unit of Government Signature: ___________________________ Date: ________________
Prime Contractor Signature: ___________________________ Date: ________________
Subcontractor Signature: ___________________________ Date: ________________
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<th>Category</th>
<th>Business Name</th>
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<th>State</th>
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<td>Burton Dave Associates</td>
<td>Dave Burton</td>
<td>MBE</td>
<td>5101 N. Saginaw</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-785-5198</td>
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<td>Accounting &amp; Financial Services</td>
<td>Citizens Electronic Income Tax</td>
<td>Joe Gadison</td>
<td>MBE</td>
<td>4124 Clio Road</td>
<td>Flint</td>
<td>MI</td>
<td>48502</td>
<td>810-785-2585</td>
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<td>Gail’s Accounting &amp; Taxes</td>
<td>Gail Forgie</td>
<td>WBE</td>
<td>1151 E. Decamp Street</td>
<td>Burton</td>
<td>MI</td>
<td>48529</td>
<td>810-715-4526</td>
<td>Accountant and tax professional</td>
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<td>Accounting &amp; Financial Services</td>
<td>Musselman Tax Service</td>
<td>Denise Musselman</td>
<td>WBE</td>
<td>3364 N. Belsay Road</td>
<td>Burton</td>
<td>MI</td>
<td>48509</td>
<td>810-736-1667</td>
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<td>Appraisers</td>
<td>Associated Appraisal Service, Inc.</td>
<td>Arden O’Neill</td>
<td>MBE</td>
<td>1423 E. Bristol Road</td>
<td>Burton</td>
<td>MI</td>
<td>48529</td>
<td>810-742-5220</td>
<td>Provide complete residential and commercial appraisals</td>
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<td>Architectural</td>
<td>Alhambra Designs</td>
<td>Gregory Tolbert-Bey</td>
<td>MBE</td>
<td>2101 M.L. King Ave., PO Box 645</td>
<td>Flint</td>
<td>MI</td>
<td>48501</td>
<td>810-234-2267</td>
<td>Landscape architectural design, site planning</td>
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<td>Automotive</td>
<td>Allied Battery Motive Systems</td>
<td>Sixto Olivo</td>
<td>MBE</td>
<td>3713 Lee Street</td>
<td>Flint</td>
<td>MI</td>
<td>48506</td>
<td>810-744-1223</td>
<td>Sales, rental and repairs of forklifts, golf carts, batteries &amp; chargers</td>
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<td>Clark’s Brother’s Bump &amp; Paint</td>
<td>Odell Clark</td>
<td>MBE</td>
<td>6209 N. Saginaw Street</td>
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<td>Mc Gee’s Collision</td>
<td>Lela Mc Gee-</td>
<td>M/WBE</td>
<td>G-6142 N. Saginaw</td>
<td>Mt. Morris</td>
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<td>48458</td>
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<td>Premier Ford</td>
<td>Joe Hood</td>
<td>MBE</td>
<td>5470 Ali Drive</td>
<td>Grand Blanc</td>
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<td>48439</td>
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<td>William Brown</td>
<td>MBE</td>
<td>618 Stockdale</td>
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<td>48503</td>
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<td>George &amp; Carolyn</td>
<td>M/WBE</td>
<td>4804 N. Saginaw Street</td>
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<td>810-787-1103</td>
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<td>Automotive</td>
<td>Patsy Lou Willimason Buick, GMC, Inc.</td>
<td>Jim Freeman</td>
<td>MBE</td>
<td>G-7401 Clio Road</td>
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<td>MI</td>
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<td>Laurie Moncrieff</td>
<td>WBE</td>
<td>G-4206 S. Saginaw Street</td>
<td>Burton</td>
<td>MI</td>
<td>48529</td>
<td>810-743-1600</td>
<td>Precision machining, fabrication, tooling, project management, design/engineering</td>
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<td>Mervin Williams</td>
<td>MBE</td>
<td>328 S. Saginaw Street, STE 90</td>
<td>Flint</td>
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<td>48502</td>
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<td>PO Box 7716</td>
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<td>MI</td>
<td>48507</td>
<td>810-235-6120</td>
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<td>Commercial Products &amp; Services</td>
<td>Mac Arthur Corp.</td>
<td>Thomas Barrett</td>
<td>3190 Tri Park Drive</td>
<td>Grand Blanc</td>
<td>MI</td>
<td>48439</td>
<td>810-606-1777</td>
<td>Saw Blade Manufacturing</td>
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<tr>
<td>Commercial Products &amp; Services</td>
<td>Brooks Energy</td>
<td>Royal Brooks</td>
<td>3921 Wisner Street</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-877-8913</td>
<td>Saw Blade Manufacturing</td>
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<tr>
<td>Computer</td>
<td>Commerce Connect, LLC</td>
<td>Julie Keener</td>
<td>460 S. Saginaw Street</td>
<td>Flint</td>
<td>MI</td>
<td>48502</td>
<td>810-424-0010</td>
<td>Internet products &amp; services</td>
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<tr>
<td>Computer</td>
<td>D &amp; L Computer Services</td>
<td>Gail Bowman</td>
<td>G 2412 W. Carpenter Road</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-787-2728</td>
<td>Bookkeeping, resumes, invoicing, tax consultant, software installation</td>
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</tr>
<tr>
<td>Computer</td>
<td>Technical Edge, INC</td>
<td>Jenean Kleinedler</td>
<td>G 3237 Beecher Road, STE H</td>
<td>Flint</td>
<td>MI</td>
<td>48532</td>
<td>810-230-0300</td>
<td>Software development, network solutions, internet needs</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Cliff's United Development, INC</td>
<td>Clifford Scott</td>
<td>821 Stockdale Street</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-235-5431</td>
<td>Concrete contractor, repair</td>
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</tr>
<tr>
<td>Concrete or Asphalt</td>
<td>J.T. Builders</td>
<td>Jose Thompson</td>
<td>1707 Hobson</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-787-7078</td>
<td>Residential Concrete</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>S&amp;G Excavating</td>
<td>Marvin Grant</td>
<td>3702 Kellar Avenue</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-785-0080</td>
<td>Concrete laying</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Spights Asphalt &amp; Paving</td>
<td>Thomas Spight</td>
<td>1312 E. Carpenter Road</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-785-9137</td>
<td>Concrete laying</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Lois Kay Contracting Company</td>
<td>Lois Kreager</td>
<td>3046 Camelton Road</td>
<td>Saginaw</td>
<td>MI</td>
<td>48604</td>
<td>989-753-3618</td>
<td>Concrete contractor, highway &amp; street construction</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Lee's Cement Contracting</td>
<td>MBE</td>
<td>402 W. Home</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-785-1500</td>
<td>Concrete pavement, patching, widening, curbs, driveways, sidewalks, bridge railing</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Sanches Construction, INC</td>
<td>Deborah Sanches-Edgcomb</td>
<td>3508 Wood Street</td>
<td>Lansing</td>
<td>MI</td>
<td>48906</td>
<td>517-485-4694</td>
<td>Concrete pavement, patching, widening, curbs, driveways, sidewalks, bridge railing</td>
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<td>Concrete or Asphalt</td>
<td>S&amp;L Walker &amp; Sons</td>
<td>Sam Walker</td>
<td>513 E Russell Avenue</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-785-8155</td>
<td>Poured concrete foundation, paving residential/commercial driveway/parking areas</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Smooth Finish Concrete</td>
<td>Holly Gustinis</td>
<td>11181 Green Road</td>
<td>Goodrich</td>
<td>MI</td>
<td>48438</td>
<td>810-636-7062</td>
<td>Poured concrete foundation, paving residential/commercial driveway/parking areas</td>
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<td>Category</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>State Crushing, INC</td>
<td>Raymond Orozco</td>
<td>DBE</td>
<td>2260 Auburn Road</td>
<td>Auburn Hills</td>
<td>MI</td>
<td>48326</td>
<td>248-332-6210</td>
<td>Crush/recycle concrete into special forms of aggregate &amp; deliver to construction site</td>
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<tr>
<td>Concrete or Asphalt</td>
<td>Willie Brown Masonry</td>
<td>Willie Brown</td>
<td>MBE</td>
<td>6165 Harwood</td>
<td>Mt. Morris</td>
<td>MI</td>
<td>48458</td>
<td>810-785-5557</td>
<td>General contractor</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Bedrock Building, Inc.</td>
<td>Michael E. Foy</td>
<td>WBE</td>
<td>5136 N. Linden Road</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-691-0808</td>
<td>General contractor</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Dickerson Mechanical, INC</td>
<td>Mary Ann Dickerson</td>
<td>MBE</td>
<td>415 W Rising Street</td>
<td>Davison</td>
<td>MI</td>
<td>48423</td>
<td>810-653-7290</td>
<td>General contractor</td>
</tr>
<tr>
<td>Construction/General Contractor</td>
<td>Ping Development</td>
<td>Walt Ingram</td>
<td>MBE</td>
<td>711 E. Baltimore</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-787-3167</td>
<td>General contractor</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Sorensen Gross Construction Services</td>
<td>Shelly Shattuck</td>
<td>DBE</td>
<td>3407 Torey Road</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-235-3200</td>
<td>General contractor</td>
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<tr>
<td>Construction/General Contractor</td>
<td>W.T. Stevens Construction</td>
<td>Rhonda &amp; Donald Stevens</td>
<td>W/MBE</td>
<td>934 E. Ruth Avenue</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-394-9949</td>
<td>New construction, build-outs, demolition, concrete, abatement</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Alliance Stevens Construction</td>
<td>Walt Ingram</td>
<td>MBE</td>
<td>416 Pasadena</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-787-6909</td>
<td>General contractor</td>
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<tr>
<td>Construction/General Contractor</td>
<td>D&amp;N Development</td>
<td>Derek Hatter</td>
<td>MBE</td>
<td>5432 Jennings Road</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-785-2611</td>
<td>General contractor &amp; demolition</td>
</tr>
<tr>
<td>Construction/General Contractor</td>
<td>Greco Equipment Co.</td>
<td>Paske Greer Jr.</td>
<td>MBE</td>
<td>1207 N. Ballenger Suite D</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-238-5224</td>
<td>Highway construction, demolition &amp; concrete work</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Holley Builders</td>
<td>Duane Holley</td>
<td>MBE</td>
<td>6106 N. Jennings</td>
<td>Mt. Morris</td>
<td>MI</td>
<td>48458</td>
<td>810-789-3212</td>
<td>Residential building &amp; remodeling</td>
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<tr>
<td>Construction/General Contractor</td>
<td>IntraX, LLC</td>
<td>Kevin McQueen</td>
<td>MBE</td>
<td>1192 N. Genesee Road</td>
<td>Burton</td>
<td>MI</td>
<td>48509</td>
<td>810-744-2760</td>
<td>Construction &amp; engineering services</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Rhodes Construction Company of Flint, Inc.</td>
<td>James Rhodes Jr.</td>
<td>MBE</td>
<td>2268 Douglas Joel</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-785-0771</td>
<td>Residential home design, Industrial contractor, project management</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Russ Cesarz Design &amp; Build, INC</td>
<td>Russ Cesarz</td>
<td>MBE</td>
<td>16479 Belfast Drive</td>
<td>Fenton</td>
<td>MI</td>
<td>48430</td>
<td>810-599-6019</td>
<td>Residential home design &amp; building management</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Tiffany's Construction Inc.</td>
<td>Colonel Lee</td>
<td>MBE</td>
<td>G-1173 N. Ballenger Hwy, #102</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-767-3169</td>
<td>Fire repair, remodeling, home design</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Perez Construction, Inc</td>
<td>Josemaria (Joe) Perez</td>
<td>MBE</td>
<td>2232 Davison Rd</td>
<td>Flint</td>
<td>MI</td>
<td>48506</td>
<td>810-233-8555</td>
<td>General contractor</td>
</tr>
<tr>
<td>Construction/General Contractor</td>
<td>Lockett Enterprises</td>
<td>Corey Lockett</td>
<td>DBE</td>
<td>622 Mason Street</td>
<td>Flint</td>
<td>MI</td>
<td>48506</td>
<td>810-407-6644</td>
<td>Construction Management</td>
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<td>Construction/General Contractor</td>
<td>Vets Access Ramps, LLC</td>
<td>Daniel Corcoran</td>
<td>DBE</td>
<td>9288 Seymour Road</td>
<td>Montrose</td>
<td>MI</td>
<td>48457</td>
<td>810-639-2222</td>
<td>Customized home renovations &amp; services for the aging/disabled, ramps</td>
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<tr>
<td>Construction/General Contractor</td>
<td>AAK Construction</td>
<td>Frank Timmons</td>
<td>MBE</td>
<td>3731 Worcester Drive</td>
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<td>MI</td>
<td>48503</td>
<td>810-744-0462</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Better Builders</td>
<td>Frederick Speed</td>
<td>MBE</td>
<td>3615 N. Saginaw Street</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-789-0101</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Forrester Construction Co., Inc.</td>
<td>Thomas E. Root</td>
<td>WBE</td>
<td>PO Box 606</td>
<td>Flint</td>
<td>MI</td>
<td>48501</td>
<td>810-715-7540</td>
<td>General contracting for commercial, institutional &amp; government buildings</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Hercy's Construction</td>
<td>H. Gene Williams</td>
<td>MBE</td>
<td>1314 E. Princeton</td>
<td>Flint</td>
<td>MI</td>
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<tr>
<td>Construction/General Contractor</td>
<td>MD T Construction</td>
<td>Michelle Tucker</td>
<td>M/WBE</td>
<td>2508 E. 2nd Street</td>
<td>Flint</td>
<td>MI</td>
<td>48503</td>
<td>810-449-9584</td>
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</tr>
<tr>
<td>Construction/General Contractor</td>
<td>T &amp; S Construction, INC</td>
<td>Aonie Gilcrest</td>
<td>MBE</td>
<td>2000 N. Saginaw Street</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-640-1207</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Barnett Construction</td>
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<td>MBE</td>
<td>1425 Eldorado Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-597-9786</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Nuco Construction, INC</td>
<td>Kenneth Henderson</td>
<td></td>
<td>12871 Croftshire</td>
<td>Grand Blanc</td>
<td>MI</td>
<td>48439</td>
<td>810-695-3548</td>
<td>Residential remodeling, fire restoration, general contractor &amp; industrial construction</td>
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<tr>
<td>Construction/General Contractor</td>
<td>S&amp;M Building &amp; Remodeling</td>
<td>Samy Meshraky</td>
<td>MBE</td>
<td>4081 S. Belsay Road</td>
<td>Burton</td>
<td>MI</td>
<td>48519</td>
<td>810-742-7986</td>
<td>General contracting for commercial &amp; industrial projects</td>
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<tr>
<td>Construction/General Contractor</td>
<td>Marliz Group, LLC</td>
<td>Alide Lewis, Jr.</td>
<td>MBE</td>
<td>201 E. Hamilton Avenue</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-767-0006</td>
<td>Commercial &amp; institutional building construction management</td>
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<tr>
<td>Consultants</td>
<td>Action Management Corporation</td>
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<td>915 S. Grand Traverse Street</td>
<td>Flint</td>
<td>MI</td>
<td>48502</td>
<td>810-34-2828</td>
<td>Career consulting, leadership development, career transition</td>
</tr>
<tr>
<td>Consultants</td>
<td>ATGAM, INC</td>
<td>Edna Rubin</td>
<td>M/WBE</td>
<td>G 1387 Holtslander Avenue</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-767-2788</td>
<td>Education, recreation, retail training</td>
</tr>
<tr>
<td>Consultants</td>
<td>B. Greer &amp; Associates, INC</td>
<td>Bobbie J. Greer</td>
<td>M/WBE</td>
<td>PO Box 1042</td>
<td>Flint</td>
<td>MI</td>
<td>48501</td>
<td>810-733-5607</td>
<td>Personal/professional services</td>
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<td>Consultants</td>
<td>Center for Human Resources Solutions</td>
<td>Abner Tansil</td>
<td>MBE</td>
<td>8445 S. Saginaw Street, STE 205</td>
<td>Grand Blanc</td>
<td>MI</td>
<td>48439</td>
<td>810-603-0484</td>
<td>Affirmative Action, EEO claims, diversity learning &amp; management</td>
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<tr>
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<td>Consultants</td>
<td>Convergent Technology Partners</td>
<td>Martin Thomas</td>
<td></td>
<td>801 S. Saginaw Street</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-720-3820</td>
<td>Technology consulting, network/desktop support, equipment specification, bid evaluations &amp; recommendations</td>
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<tr>
<td>Consultants</td>
<td>Empowerment Training Consultants</td>
<td>Ronald Hudson</td>
<td>MBE</td>
<td>G 5505 N. Saginaw Street</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-787-6252</td>
<td>Professional development consultant</td>
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<td>Consultants</td>
<td>G Q Enterprises</td>
<td>Gloria J. Quinney</td>
<td>M/WBE</td>
<td>6362 Laurentian</td>
<td>Flint</td>
<td>MI</td>
<td>48532</td>
<td>810-733-7474</td>
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<tr>
<td>Consultants</td>
<td>Independent Consultants, INC</td>
<td>Leon Whitfield</td>
<td>MBE</td>
<td>1515 Woodseal Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-742-0637</td>
<td>Housing &amp; economic development on local, state, national level</td>
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<td>Consultants</td>
<td>Mary A. Rolfe &amp; Associates</td>
<td>Mary Rolfe</td>
<td>WBE</td>
<td>432 N. Saginaw Street, Suite 702</td>
<td>Flint</td>
<td>MI</td>
<td>48502</td>
<td>810-239-8566</td>
<td>Consulting services to predominately non-profits</td>
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<tr>
<td>Consultants</td>
<td>McKelly &amp; Associates</td>
<td>Jesse McKelly</td>
<td>MBE</td>
<td>6702 Parkbelt Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-789-3728</td>
<td>Technical consulting, blueprint reading, machine quality testing</td>
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<tr>
<td>Consultants</td>
<td>Mission of Peace</td>
<td>Reverend Elmina</td>
<td>MBE</td>
<td>877 E. Fifth Avenue</td>
<td>Flint</td>
<td>MI</td>
<td>48503</td>
<td>810-232-0104</td>
<td>Counseling service for homebuyers</td>
</tr>
<tr>
<td>Consultants</td>
<td>Reflective Technologies, INC</td>
<td>Barbara Howard</td>
<td>M/WBE</td>
<td>2712 N. Saginaw Street, STE 105</td>
<td>Flint</td>
<td>MI</td>
<td>48501</td>
<td>810-341-1708</td>
<td>Grant writing &amp; government procurement contracting</td>
</tr>
<tr>
<td>Consultants</td>
<td>Signquest Publishers, INC</td>
<td>Linda Lee Massoud</td>
<td>H/WBE</td>
<td>4409 Old Colony Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-239-5337</td>
<td>Educational books, videos, consulting, instructing</td>
</tr>
<tr>
<td>Consultants</td>
<td>Smartworks, INC</td>
<td>Phyllis Lewis</td>
<td>M/WBE</td>
<td>12751 S. Saginaw Street, STE 700</td>
<td>Grand Blanc</td>
<td>MI</td>
<td>48439</td>
<td>810-603-0000</td>
<td>Grant writing &amp; evaluation services for schools, non-profits, governments</td>
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<tr>
<td>Electrical</td>
<td>Halligan Electric, INC</td>
<td>Deborah Halligan</td>
<td>WBE</td>
<td>705 Kelso Street</td>
<td>Flint</td>
<td>MI</td>
<td>48506</td>
<td>810-238-8581</td>
<td>All phases of electrical contracting</td>
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<td>Electrical</td>
<td>Power Source Electric</td>
<td>Kelley Preseau</td>
<td>DBE</td>
<td>5092 W. Vienna Road</td>
<td>Clio</td>
<td>MI</td>
<td>48420</td>
<td>810-686-7337</td>
<td>Commercial, residential, small industrial &amp; site lighting</td>
</tr>
<tr>
<td>Electrical</td>
<td>Uniflex Electric Company</td>
<td>Patrick Tyus</td>
<td>DBE</td>
<td>8400 Crossboy Ct</td>
<td>Grand Blanc</td>
<td>MI</td>
<td>48439</td>
<td>810-252-3582</td>
<td>Residential, commercial, industrial electrical wiring</td>
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<td>Electrical</td>
<td>Ro Lyn Electric, LLC</td>
<td>Rowland Comish</td>
<td>DBE</td>
<td>2323 W. Holmes Road</td>
<td>Lansing</td>
<td>MI</td>
<td>48911</td>
<td>517-272-3267</td>
<td>Electrical contractors</td>
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<td>Electrical</td>
<td>S &amp; L Electrical</td>
<td>Karl Hudspeth</td>
<td>DBE</td>
<td>5285 Old Shawboro</td>
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<td>MI</td>
<td>48439</td>
<td>810-234-2117 or 223-6380</td>
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## MBE/WBE/DBE Business List

<table>
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<tr>
<th>Category</th>
<th>Business Name</th>
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<th>Business Type</th>
<th>Address</th>
<th>City</th>
<th>State</th>
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<tr>
<td>Electrical</td>
<td>Speed's Electrical Services</td>
<td>Frederick Speed</td>
<td>MBE</td>
<td>3615 N. Saginaw Street</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-789-2891</td>
<td>Industrial/commercial electrical services, design &amp; engineering, green energy solutions</td>
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<tr>
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<td>IAM Unlimited, LLC</td>
<td>Jennifer Kayden</td>
<td>WBE</td>
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<td>48507</td>
<td>810-238-8611</td>
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<td>Embroidery</td>
<td>Special T Custom Products</td>
<td>John McCrea</td>
<td>WBE</td>
<td>1492 Newcastle Drive</td>
<td>Davison MI 48423</td>
<td>810-654-9602</td>
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<td>Engineering services</td>
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<td>Engineering</td>
<td>AnalysysAccess International</td>
<td>Betty Tucker</td>
<td>DBE</td>
<td>1718 Lynbrook Dr, PO Box 7805</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-624-9161</td>
<td>Engineering services</td>
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<td>CHMP, INC</td>
<td>Greg Mason</td>
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<td>810-695-5910</td>
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<td>Engineers, architects, surveyors</td>
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<td>G 4463 S. Dort Hwy</td>
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<td>810-742-2522</td>
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<td>TransEnvironmental Engineers, INC</td>
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<td>Flooring/Office Furniture</td>
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<td>MI</td>
<td>48502</td>
<td>810-235-5151</td>
<td>Office furniture &amp; equipment</td>
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<td>Enviro-Clean</td>
<td>Denise Miller</td>
<td>WBE</td>
<td>1284 N. Belsay Road</td>
<td>Burton MI 48509</td>
<td>810-230-8900</td>
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<td>Janitorial, carpet cleaning, fire &amp; water restoration</td>
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<td>Marcus Armstrong</td>
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<td>2418 Davison Road</td>
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<td>Robert Stevenson</td>
<td>MBE</td>
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<td>Beauchamp ACE Hardware</td>
<td>Sally Kagerer</td>
<td>WBE</td>
<td>1101 W. Pierson Road</td>
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<td>810-789-7871</td>
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<td>Human Resources/Staffing</td>
<td>Expert Human Resources Consultants, LLC</td>
<td>Vanessa Nelson</td>
<td>DBE</td>
<td>2425 S. Linden Road</td>
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<td>MI</td>
<td>48532</td>
<td>810-789-7711 or 810-813-8732</td>
<td>Human Resources/labor relations consulting, recruitment, employee manuals</td>
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<tr>
<td>Human Resources/Staffing</td>
<td>Leading Edge Enterprises, LLC</td>
<td>Jorge Lecea</td>
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<td>2065 S. Elms Road</td>
<td>Swartz Creek MI 48473</td>
<td>810-733-7411</td>
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<td>Information Technology</td>
<td>Raga Systems, LLC</td>
<td>Veera Thota</td>
<td>DBE</td>
<td>8390 Warwick Groves Ct</td>
<td>Grand Blanc MI 48439</td>
<td>810-694-6551</td>
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<td>T &amp; staffing solutions provider, network engineering, database management</td>
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<td>Janitorial</td>
<td>Michigan Merchant's Supply &amp; Service Co</td>
<td>James Ishmon</td>
<td>MBE</td>
<td>8055 Jennings, PO Box 91</td>
<td>Mt. Morris</td>
<td>MI</td>
<td>48458</td>
<td>810-687-8007</td>
<td>Commercial janitorial service &amp; supplies</td>
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<td>Denise Miller</td>
<td>WBE</td>
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<td>Burton MI</td>
<td>MI</td>
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<td>810-230-8900</td>
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<td>Janitorial</td>
<td>T.D. Cleaning</td>
<td>Tina McHugh</td>
<td>WBE</td>
<td>3163 Delaney Street</td>
<td>Flint MI</td>
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<td>810-250-0406</td>
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<td>Landscaping</td>
<td>Crump’s Landscaping</td>
<td>Herbert Crump</td>
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<td>3059 W. Mt. Morris Road</td>
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<td>Landscaping</td>
<td>Pedro’s Lawn Care</td>
<td>Carlyn Swartout &amp; Carolyn Moubray</td>
<td>WBE</td>
<td>2156 Howe Road</td>
<td>Burton MI</td>
<td>MI</td>
<td>48519</td>
<td>810-715-1907</td>
<td>Lawn care &amp; snow removal</td>
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<td>Seymour &amp; Son Landscaping &amp; Yard Maintenance</td>
<td>Hayward M. Seymour, Jr.</td>
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<td>2442 E. Maple Ave, STE 9</td>
<td>Flint MI</td>
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<td>48507</td>
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<tr>
<td>Landscaping</td>
<td>Timmon’s Landscaping</td>
<td>W. Frank Timmons</td>
<td>MBE</td>
<td>3731 Wochester Drive</td>
<td>Flint MI</td>
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<td>48503</td>
<td>810-744-0462</td>
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<tr>
<td>Landscaping</td>
<td>Tri-City Contracting Services, INC</td>
<td>Darla Hunter</td>
<td>DBE</td>
<td>1464 Hawthome Drive</td>
<td>Saginaw MI</td>
<td>MI</td>
<td>48638</td>
<td>989-799-1004</td>
<td>Landscape design, lawn maintenance, tree removal, lot clearing</td>
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<tr>
<td>Landscaping</td>
<td>The Wash Boys</td>
<td>Dario Murillo</td>
<td>DBE</td>
<td>1344 Bay Road</td>
<td>Saginaw MI</td>
<td>MI</td>
<td>48602</td>
<td>989-249-5377</td>
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<td>Legal Services</td>
<td>Kathleen M. Main, P.C.</td>
<td>Kathleen M. Main</td>
<td>WBE</td>
<td>1038 S. Grand Traverse</td>
<td>Flint MI</td>
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<td>48502</td>
<td>810-232-9460</td>
<td>Professional legal services</td>
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<td>Legal Services</td>
<td>TW Feaster Attorney at Law PLLC</td>
<td>Torchio Feaster</td>
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<td>436 S. Saginaw Street, STE 300</td>
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<td>810-424-4050</td>
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<td>Lighting</td>
<td>Remier Lighting</td>
<td>Michael Mason</td>
<td>DBE</td>
<td>1055 N. Linden Road</td>
<td>Flint MI</td>
<td>MI</td>
<td>48532</td>
<td>810-732-6454</td>
<td>Distributor of commercial indoor &amp; outdoor fixtures, lamp/battery recycling containers</td>
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<td>Management Services</td>
<td>SDMS - Shively Diversified Management Services, LLC</td>
<td>Alison Shively</td>
<td>WBE</td>
<td>5210 Exhange Drive</td>
<td>Flint MI</td>
<td>MI</td>
<td>48507</td>
<td>810-244-1046</td>
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<td>Marketing</td>
<td>Beltran Media</td>
<td>Terry Beltran</td>
<td>W/DBE</td>
<td>PO Box 324</td>
<td>Clarkston</td>
<td>MI</td>
<td>48347</td>
<td>248-977-2827</td>
<td>Video production &amp; advertising, website design, branding, PR communications, Hispanic marketing</td>
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<td>Marketing</td>
<td>PromoConsults, LLC</td>
<td>Carol Hawks</td>
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<td>MI</td>
<td>48532</td>
<td>810-496-1869</td>
<td>Promotional product distributor</td>
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<td>Office Equipment &amp; Supplies</td>
<td>Schaefers Complete Office Source</td>
<td>Christine Patterson</td>
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<td>T-5 Supplies</td>
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<td>MI</td>
<td>48505</td>
<td>810-232-2698</td>
<td>Paper products, tissue/paper towels, computer paper, paper plates</td>
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<tr>
<td>Painters</td>
<td>Bill Gales Custom Painting</td>
<td>Pamela M. Gales</td>
<td>WBE</td>
<td>3486 N. Irish Road</td>
<td>Davison</td>
<td>MI</td>
<td>48423</td>
<td>810-653-3528</td>
<td>Commercial, residential &amp; industrial painting</td>
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<td>Painters</td>
<td>Michael L. Toles Painting</td>
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<td>4501 Industrial Avenue</td>
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<td>MI</td>
<td>48505</td>
<td>810-785-6568</td>
<td>Commercial, residential painting, wall covering &amp; powerwashing</td>
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<td>Painters</td>
<td>Rainbow Coatings of Michigan, INC</td>
<td>Wendy Leek</td>
<td>WBE</td>
<td>2718 Lippincott Blvd</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-877-7131</td>
<td>Specializing in powder coat, KYNAR 500, HYLAR 5000</td>
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<td>Painters</td>
<td>Trident National Corp.</td>
<td>Edward Elizardo</td>
<td>MBE</td>
<td>1065 Grant Street</td>
<td>Fenton</td>
<td>MI</td>
<td>48430</td>
<td>810-714-6980</td>
<td>Painting contractor</td>
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<td>Plumbing/Piping</td>
<td>Imhotep's Piping &amp; Supplies, INC</td>
<td>Ernest Johnson</td>
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<td>2047 Chelan St, PO Box 13566</td>
<td>Flint</td>
<td>MI</td>
<td>48501</td>
<td>810-235-3086</td>
<td>Industrial piping, including commercial applications</td>
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<td>Plumbing/Piping</td>
<td>Just Good Plumbing &amp; Heating</td>
<td>Marcia Launderbaugh</td>
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<td>4286 Pheasant Drive</td>
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<td>48506</td>
<td>810-736-8795</td>
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<td>Plumbing/Piping</td>
<td>Omni Enterprises, INC</td>
<td>Harry Boose</td>
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<td>PO Box 976</td>
<td>Grand Blanc</td>
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<td>48439</td>
<td>810-694-6713</td>
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<td>Thomas Lapham, Jr</td>
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<td>810-235-8815</td>
<td>Two color offset printing, business stationary, forms, graphic design, bindery</td>
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<td>Flint</td>
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<td>48532</td>
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<td>Diane Shaw</td>
<td>WBE</td>
<td>122 S. Bridge Street</td>
<td>Linden</td>
<td>MI</td>
<td>48451</td>
<td>810-735-7851</td>
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<td>Nuance Events Planning</td>
<td>Renita Coney-Mays</td>
<td>W/MBE</td>
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<td>48503</td>
<td>810-232-7078</td>
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<td>MI</td>
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<td>810-695-8090</td>
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<td>Clover Leaf Independent, LLC</td>
<td>Diane Corcoran</td>
<td>WBE</td>
<td>9288 Seymour Road</td>
<td>Montrose</td>
<td>MI</td>
<td>48457</td>
<td>810-639-2222</td>
<td>Prefabricated metal ramps</td>
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<td>Galleon Roofing</td>
<td>Jesse Galleon</td>
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<td>American Safety &amp; Equipment, INC</td>
<td>Sandra Aulbrook</td>
<td>MBE</td>
<td>5055 Pilgrim Road</td>
<td>Davison</td>
<td>MI</td>
<td>48423</td>
<td>810-287-4946</td>
<td>Safety products/services for all industries</td>
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<td>Signs</td>
<td>A Plus Graphics, INC</td>
<td>Lynn O'Connor</td>
<td>WBE</td>
<td>2719 W. Court Street</td>
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<td>810-232-7332</td>
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<td>Signs</td>
<td>Apex Sign Group, INC</td>
<td>Gray Gephardt</td>
<td>WBE</td>
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<td>Signs</td>
<td>Central Sign &amp; Fabricating</td>
<td>Russ Govette</td>
<td>WBE</td>
<td>4019 E. Baldwin Road</td>
<td>Holly</td>
<td>MI</td>
<td>48442</td>
<td>810449-9652</td>
<td>Interior/exterior signs, banners, posters, fabricating &amp; supplies</td>
</tr>
<tr>
<td>Signs</td>
<td>Jane Ceme Graphic Design</td>
<td>Jane Ceme</td>
<td>WBE</td>
<td>11520 Schram Street</td>
<td>Grand Blanc</td>
<td>MI</td>
<td>48439</td>
<td>810-695-2196</td>
<td>Graphic design, design logos, brochures, annual reports</td>
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<td>Signs</td>
<td>Express Graphics</td>
<td>Orin Crushank &amp; Bertram Lawrence</td>
<td>MBE</td>
<td>G 3428 W. Pierson Road</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-785-5499</td>
<td>Signs, banners, tee-shirt printing</td>
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<tr>
<td>Supplies/Lab</td>
<td>DOT Scientific, INC</td>
<td>Danita Riker</td>
<td>WBE</td>
<td>4165 Lippincott Blvd</td>
<td>Burton</td>
<td>MI</td>
<td>48519</td>
<td>810-744-1478</td>
<td>Distributor of laboratory supplies &amp; equipment</td>
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<tr>
<td>Category</td>
<td>Business Name</td>
<td>Business Type</td>
<td>Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
<td>Phone</td>
<td>Info</td>
<td></td>
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</tr>
<tr>
<td>Supplies/Medical</td>
<td>Electra Med Corporation</td>
<td>WBE</td>
<td>G-5332 Hill 23 Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-232-4856</td>
<td>Full service medical equipment &amp; supply</td>
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<tr>
<td>Supplies/Tool</td>
<td>Bobier Tool Supply, INC</td>
<td>WBE</td>
<td>G 4163 Corunna Road</td>
<td>Flint</td>
<td>MI</td>
<td>48532</td>
<td>810-732-4030</td>
<td>Calibration, repair and machinery sales</td>
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<tr>
<td>Trucking</td>
<td>Alford's Trucking, INC</td>
<td>DBE</td>
<td>819 Kennelworth Ave</td>
<td>Flint</td>
<td>MI</td>
<td>48503</td>
<td>810-767-2385</td>
<td>Hauling heavy construction materials, intrastate, non-hazmat</td>
<td></td>
</tr>
<tr>
<td>Trucking</td>
<td>Ashburn's Trucking</td>
<td>MBE</td>
<td>6625 Parkbelt Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trucking</td>
<td>B.T. Express Trucking Co.</td>
<td>MBE</td>
<td>G 4467 Clio Road</td>
<td>Flint</td>
<td>MI</td>
<td>48504</td>
<td>810-789-8807</td>
<td></td>
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</tr>
<tr>
<td>Trucking</td>
<td>E.L. Hollingsworth &amp; Co</td>
<td></td>
<td>3039 Airpark Drive North, PO Box 7762</td>
<td>Flint</td>
<td>MI</td>
<td>48507</td>
<td>810-233-7331</td>
<td>Transportation, materials mgmt, logistics services</td>
<td></td>
</tr>
<tr>
<td>Trucking</td>
<td>J B Delivery Service</td>
<td>DBE</td>
<td>4825 W. Margaret</td>
<td>Bridgeport</td>
<td>MI</td>
<td>48722</td>
<td>989-777-5036</td>
<td>Intra-state, non-hazmat materials transport</td>
<td></td>
</tr>
<tr>
<td>Trucking</td>
<td>Kamyn Gabriel, INC</td>
<td>DBE</td>
<td>113 E Thackery Street</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-785-4713</td>
<td>Hauling heavy construction materials</td>
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</tr>
<tr>
<td>Trucking</td>
<td>Les Nichols Trucking &amp; Excavating, INC</td>
<td>DBE</td>
<td>1400 Grosbeck Road</td>
<td>Lapeer</td>
<td>MI</td>
<td>48446</td>
<td>810-664-1914</td>
<td>Hauling large equipment, various aggregate materials</td>
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<tr>
<td>Trucking</td>
<td>L &amp; K Trucking</td>
<td>W/MBE</td>
<td>329 E Baltimore Blvd</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-789-0567</td>
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<td>Trucking</td>
<td>Martin Leasing Co</td>
<td>MBE</td>
<td>6312 N. Dort Hwy</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-787-4192</td>
<td></td>
<td></td>
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<tr>
<td>Trucking</td>
<td>Martin Trucking, INC</td>
<td></td>
<td>G 5040 N. Dort Hwy</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-789-6479 or 691-0327</td>
<td>Trucking/hauling, dealer for asphalt, gravel &amp; stone</td>
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<tr>
<td>Trucking</td>
<td>Osborn Trucking, INC</td>
<td>DBE</td>
<td>5303 Nasser Street</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-691-5905</td>
<td>Hauling aggregate/heavy construction materials</td>
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</tr>
<tr>
<td>Trucking</td>
<td>Perry Trucking</td>
<td>MBE</td>
<td>5371 N. Dort Hwy</td>
<td>Flint</td>
<td>MI</td>
<td>48505</td>
<td>810-787-1848</td>
<td>Provides moving services</td>
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<td>Trucking</td>
<td>XXTAR Associates, LLC</td>
<td>DBE</td>
<td>14427 Oakley Road</td>
<td>Chesaning</td>
<td>MI</td>
<td>48616</td>
<td>989-274-2545</td>
<td>Dirt/sand/gravel hauling for construction projects</td>
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<tr>
<td>Window Treatments</td>
<td>Window Magic Blinds &amp; Draperies</td>
<td>WBE</td>
<td>2067 Professional Drive</td>
<td>Flint</td>
<td>MI</td>
<td>48532</td>
<td>810-230-1622</td>
<td>Custom window treatments</td>
<td></td>
</tr>
<tr>
<td>Writing Services</td>
<td>The Deadline Dervish, LLC</td>
<td>WBE</td>
<td>303 Smith Street, Apt 201</td>
<td>Clio</td>
<td>MI</td>
<td>48420</td>
<td>586-531-6877</td>
<td>Copy writer, content creator, ghostwriter</td>
<td></td>
</tr>
</tbody>
</table>
ARCHITECTURAL BARRIERS ACT OF 1968 PROVISION (Public Law 90-480, as amended through 1984 - 42 U.S.C. 4151 et seq.)

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES

www.access-board.gov/adaag/html/adaag.htm

This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of building and facilities covered by titles II and III of the ADA to the extend required by regulations issued by Federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

CLEAN AIR ACT OF 1970 AND THE FEDERAL WATER POLLUTION CONTROL ACT PROVISIONS

Contracts and subgrants of amounts in excess of $100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.
PROJECT:
The above-referenced project is a federally funded activity authorized under the
Housing and Community Development Act of 1974. All successful bidders must comply
with the National Environmental Policy Act of 1969 and Executive Order 11990,
Protection of Wetlands.

WETLANDS PROTECTION CLAUSE Executive Order 11990

Every applicant, recipient, contracting party, contractor, and subcontractor shall
incorporate, or cause to be incorporated, in all contracts for work in connection with
this Community Development Block Grant project, the following clause (referred to as
the Wetlands Protection Clause). During the performance of this contract, the
contractor agrees to take the following precautions to protect, preserve, and enhance
the natural and beneficial values of wetlands in carrying out his/her responsibilities
under this contract:

1. The contractor agrees that all work performed under this contract will be kept to
   existing roadways and their associated drainage ditches.

2. The contractor agrees that any spoils accumulated as a result of the roadway and
ditch work is to be transported out of the project area to prevent its possible deposit in
   nearby sensitive wetland areas.

3. The contractor agrees, that in those areas of impending contact between the
   roadway and a sensitive wetland area, efforts will be made to impede such contact.

4. The contractor agrees to include this clause in every subcontract for work in
connection with this project and will, at the direction of the applicant for or recipient of
the federal financial assistance, take appropriate action pursuant to the subcontract
upon a finding that the subcontractor is in violation of the provisions of this clause.

5. Compliance with the provisions of this clause, Executive Order 11990, the regulations
set forth in 24CFR 58, and all applicable environmental rules and orders of the
Department issued thereunder prior to the execution of the contract, shall be a
condition of the federal financial assistance provided to the project, binding upon the
applicant or recipient, its contractors and subcontractors, its successors, and assigns to
those sanctions specified by the grant or contract through which federal assistance is
provided and to such sanctions as are specified by Community Development Block
Grant Regulations 24CFR 570, Sections 570.910, 570.911 and 570.913, or section 111(A)
of the Housing and Community Development Act of 1974.
This Agreement for Construction Services (the “Agreement”) is by and between the _____________________, a Michigan Municipal Corporation, whose principal place of business is located at ______________________ (the “Local Unit”), and ____________________________, a ________________, whose principal place of business is located at ______________________ (the “Contractor”) (the Local Unit and the Contractor together, the (“Parties”)).

1. Purpose

This contract is entered into for the purpose of performing improvements to the real property located at ______________________ (the “Property”). The Contractor acknowledges that this project is funded through a Community Development Block Grant Program grant from the U.S. Department of Housing and Urban Development.

2. Scope of Work

The Contractor agrees to perform the work described on Exhibit A at the Property (the “Work”). The Contractor must secure at its own expense all necessary permits and licenses necessary to perform the Work, and shall perform the Work in compliance with all applicable building codes and ordinances.

3. Compensation

3.1 The Contractor shall be paid an amount not to exceed $______________ (the “Contract Price”). The Contractor must provide to the Local Unit invoices in a form acceptable to the Local Unit, along with all necessary supporting documentation such certified payroll.

4. Grant Compliance

The following grant compliance items are the Contractor’s responsibility to fulfill. Each Section is included in order to meet Federal requirements.

4.1 Prevailing Wage. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor’s employees to ensure compliance with this Section. For the purposes of this Section, the Contractor shall be in compliance if
the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov. The Federal Labor Standards Provisions is attached in Exhibit B. The wage decision for this project is attached as Exhibit C.

4.2 Equal Employment Opportunity. The Equal Employment Opportunity requirements (Executive Order 11246, as amended – 41 CFR Part 60-1.4(b)) are detailed in Exhibit D.

4.2.1. See Exhibit E for the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246 – 41 SFR Park 60.4.3).

4.2.2. The Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246 – 41 CFR Part 60-2 is in Exhibit F.

4.2.3. For the Participation Goals for Minorities and Females see Exhibit G.

4.3 Minority/Women/Handicap Business Enterprises. See Exhibit H and Exhibit I for the Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form. A list of references for locating a MBE/WBE/HBE can be found in Exhibit J.

4.4 Section 3. The Section 3 Clause (24 CFR Part 135.38) in Exhibit K. Any Business Enterprise (Concern) claiming Section 3 status must fill out the forms in Exhibit L.

4.5 Architectural Barriers Act of 1968 Provision. The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984 – 42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

4.6 Accessibility Guidelines for Buildings and Facilities. A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at www.access-board.gov/adaag/html/adaag.htm. This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of building and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by Federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

4.7 Clean Air Act of 1970 and the Federal Water Pollution Control Act. Applicable to contracts and subgrants of amounts in excess of $100,000.00. An amendment must be included in contracts over $100,000.00 which shall contain a provision
which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

4.8 Wetlands Protection Clause. See Exhibit M for the Wetlands Protection Clause (Executive Order 11990).

4.9 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.

4.9.1. 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)

4.9.2. 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)

4.9.3. 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)

4.9.4. 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)

4.9.5. 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)

4.9.6. 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)

4.9.7. Notice of awarding agency requirements and regulations pertaining to reporting.

4.9.8. 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.

4.9.9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

4.9.10. 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.

4.9.11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

4.9.12. 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).


[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

_________________________   ____________________________

By:_______________________   By:_______________________

_________________________   ____________________________

Date:_______________________   Date:_______________________
1) This project consists of building and site demolition; disposal of buildings and basements and foundations including backfill of the excavation; secure all necessary permits (demolition, water/sewer cut, soil erosion and any others required by the local unit of government); disconnect water and sewer utilities and/or cap wells and abandonment of septic per Genesee County Health Department requirements, unless otherwise identified by GCMPC or its authorized representative. (GCMPC is responsible for disconnecting gas and electric service at each of the properties in this RFP. Contractor will be responsible for disconnecting water and sewer.)

2) Ordered Demolitions - Requirements per the Asbestos NESHAP for all ordered demolitions (commonly referred to as emergency demolitions):
   a) An Asbestos NESHAP trained person must be on site during the demolition
   b) Water must be used and all debris must be kept wet at all times (except when temperatures are below freezing - then records must be kept onsite of the temperature at the beginning, middle and end of each work day)
   c) Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
   d) All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years

3) Ordered Demolitions - Requirements per the Asbestos MIOSHA for all ordered demolitions (commonly referred to as emergency demolitions):
   a) Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person

4) Requirements of the work are contained in the Scope of Work and include cross-references to published information. Detailed Scope of Work can be found in Attachment A.

5) Without force and effect on requirements of the Scope of Work, a description of the work of the Contract can be summarized as follows:
   a) Site and Building Demolition
      i) Locate property corners and lot lines to accurately set limits of demolition
      ii) Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and debris on the site
   b) Protection of Trees
      i) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished
   c) Concrete Sidewalks/Drive Approach
      i) Access to the property for demolition work shall be limited to an area as designated by GCMPC/Authorized Representative. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project
      ii) Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
iii) It is the Contractors’ responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor’s access is limited to the site manager’s approved access point

iv) Concrete, asphalt and/or gravel driveways and walkways along with any sub layers that may exist below the surface are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk.

d) Site Restoration
   i) Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Attachment A, Section 200, Part 2 – Products

e) Except for items indicated to remain on the property, demolished materials shall become the Contractor’s property and shall be removed from the site and disposed of legally

6) Submittals
   a) Accurate landfill receipts/waste manifests must be submitted to GCMPC, or its authorized representative, within ten (10) days with invoice at the completion of project.
   b) All documentation must be submitted for each property/project individually
   c) Payments will not be processed without receipt of waste manifest documenting proper disposal of waste
   d) If weather does not allow for final-grade at the time demolition is complete, 10% of the property bid price will be withheld until final grade is completed and inspected.
   e) Request for Payment Packet must include:
      i) Request for Final Payment
      ii) Sworn Statement
      iii) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
      iv) Invoice on Contractor’s Letterhead
      v) Before and After Photographs of the site (labeled)
      vi) City or Township Winter-grade or Final inspection receipt
      vii) If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers’ Disability Compensation Act requirements and appropriately licensed
      viii) Demolition Permit
      ix) Waste Manifest - Indicate Type II or Type III landfill
      x) Field Report/Daily Log

Work Schedule
1. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm sewer, etc.) has been completed prior to start of demolition.
2. Immediately after contract award the General Contractor shall submit to GCMPC for review a tentative schedule of completion dates and work plan for the above referenced work.

3. Contractor shall notify GCMPC’s representative 72 hours in advance of being on site and provide the contractor(s) company name, address, telephone & fax number.

4. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to Anna Pinter, 1101 Beach Street, Room 223, Flint, MI 48502. Furnish to GCMPC copies of all endorsements that are subsequently issued amending coverage or limits. GCMPC must be listed as an additional insured.

5. Completion dates are provided in the contract documents.

**Contractor Uses of Premises**

1. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor’s use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager.

2. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits.
   d) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
   e) Drive approaches located between the sidewalk and curb must be left as is.
   f) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractor’s expense. No sedimentation on the road will be allowed.

5. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.

6. Any fallen trees, trash, debris and/or brush must be removed from site.

**Adjustments to Bid**

1. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by GCMPC, or environmental hazards are found, at any time prior to actual demolition, GCMPC reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors’ bid for that structure(s).

**Use of Water**

1. Water must be on site, either through a water truck provided by a contractor or Hydrant rental for ordered demolitions and to address dust pollution control.

**Federal, State and Local Requirements**
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, MDNRE, 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. OSHA 29 CFR 1926 – Safety and Health Regulations for Construction
   a. 1101 – Asbestos

2. OSHA 29 CFR 1910 – Occupational Safety and Health Standards
   a. 1001 – Asbestos
   b. 1200 – Hazard Communication


4. HUD’s Residential Lead-Based Paint Hazard Reduction Act of 1992 Title X parts 1012-1013

5. Community Development Block Grant (CDBG) Federal Regulations 24 CFR (see Attachment E for items specific to this project)

6. Equal Opportunity Clause

7. Section 3 Clause (Attachment C)

8. HUD Contract and Subcontract Activity

9. Copeland Anti-Kickback Act

10. Bidders Insurance Checklist

11. Other Regulations referenced throughout this document and attachments