



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 343,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030 Fax (810)257-3380  
[www.gc4me.com](http://www.gc4me.com)

June 28, 2019

### **GENESEE COUNTY REQUEST FOR PROPOSAL**

Genesee County is accepting sealed proposals for demolition of residential and commercial structures on behalf of the Genesee County Metropolitan Planning Commission. This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or on our website [www.gc4me.com](http://www.gc4me.com).

Sealed proposals will be received at: Genesee County Purchasing Department  
1101 Beach Street, Room 361  
Flint, MI, 48502

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 federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements; and Section 3 of the Housing and Urban Development Act of 1968.

Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

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:

Proposal Number: # 19-194

Proposal Name: Demolition of Residential and Commercial Structures

**Proposal Due Date: 3:00 p.m., on Thursday, July 25, 2019.**

*Derrick Jones*

Purchasing Administrator

bid2\2019\19-194

Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

[www.gc4me.com](http://www.gc4me.com)

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## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (ET), Thursday, July 25, 2019**, at the Genesee County Purchasing Department. 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.**

Genesee County Purchasing Dept.  
Administrative Building  
1101 Beach Street, Room 361  
Flint, MI, 48502.

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. Michigan Inter-governmental Trade Network– an alternate review of the DEMOLITION OF RESIDENTIAL AND COMMERCIAL STRUCTURES IN GENESEE COUNTY can be done at <https://www.bidnetdirect.com/mitn>.
  - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) 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.
4. 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.
5. 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.

6. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County 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.
7. 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. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP. Failure to comply with these provisions will cause termination of the contract.

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

8. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions. [www.gc4me.com](http://www.gc4me.com)

## **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide building demolition for the Genesee County Metropolitan Planning Commission ("GCMPC").
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the GCMPC. The contact person is Mr. Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and [djones@co.genesee.mi.us](mailto:djones@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries**: All questions regarding this RFP shall be submitted in writing and received no later than **Tuesday, July 16, 2019 by 12:00 p.m. (ET)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred

method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.

4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, **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.
6. **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.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a 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 to the Genesee County Purchasing Department as listed above.
8. **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.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
10. **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 GCMPC.

## 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 percent (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

Qualified respondents shall provide any or all of the scopes of services described below on residential and commercial structures located in Genesee County as defined in the RFP. Applicants shall respond to the scope or service described in **Attachment A – Summary of Work**.

### 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, MDEQ and DCH) and any other relevant local regulations and standards that may apply.

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

- (1) Michigan Builders or M&A – Home Wrecking License
- (2) Michigan Accredited Asbestos Building Inspector Certification for Company
- (3) Michigan Accredited Asbestos Certification for Asbestos Supervisor
- (4) Michigan Accredited Asbestos Certification for workers
- (5) OSHA 40-hour Hazardous Waste Operations Certification (HAZWOPER)
- (6) OSHA 8-hour refresher HAZWOPER Re-certification
- (7) Administrative Rules of Part 111, Hazardous Waste Management, of the NREPA, PA 451, 1994
- (8) Part 169 Scrap Tires, of the NREPA
- (9) Laboratory Certificate of Accreditation to ISO/IEC 17025:2005 in accordance with 40 CFR CH.1 (1-1-87 Edition), Part 763, Subpart F, Appendix A, pp.293-299
- (10) Compliance with MIOSHA Part 602 Asbestos Standards for Construction 9as amended June 5, 2013)
- (11) OSHA 29 CFR 1926- Construction Industry Standards
- (12) 29 CFR 1910.1001, 19326.1101 & 1915.1001 – Procedures of Occupational Exposure to Asbestos
- (13) 29 CFR1910.1200 – Hazard Communication
- (14) 40 CFR Part 261 – EPA Regulations
- (15) HUD Title X parts 1012-1013
- (16) Equal Opportunity Clause
- (17) Section 3 Clause (Attachment C)
- (18) HUD Contract and Subcontract Activity
- (19) Copeland Anti-Kickback Act
- (20) Bidders Insurance Checklist
- (21) Other regulations referenced throughout this document and attachments

## SECTION 6 - 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. Current Certificate of Good Standing (Corporation) or Certificate of Existence: The bidder shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities 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.
- 2) Qualifications of assigned project staff and subcontracts, including:
  - a) Relevant professional and educational experience,
  - b) Identification of specific staff individuals with experience managing hazardous materials inspection projects,
  - c) Identification of state certified laboratories who will participate in the project, and
  - 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.
- 3) 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.
- 4) 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.)
- 5) 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.
- 6) 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.

7) 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.
- d) Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

8) Cost Proposal

9) Signed Signature Page

10) Executed Insurance Checklist

11) References

12) Main Technical Proposal

13) Section 3 Certification Forms

Main Technical 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 and/or NSP 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.

## **SECTION 7 - EVALUATION SELECTION PROCEDURE**

1. The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.
2. The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.
3. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.
4. Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.
5. Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

## SECTION 8 – EVALUATION CRITERIA

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. Each criterion will be scored based upon the points indicated.

<b>Evaluation Factors</b>	<b>Maximum Points</b>
<b><u>Price</u></b> The ability to demonstrate reasonable costs in performing the scope of work identified in the RFP	50 points
<b><u>Capacity</u></b> Amount of time to correctly complete the demolition of the properties included, and submit paperwork for payment	20 points
<b><u>Specialized Experience</u></b> Past experience working with federal NSP and/or CDBG funding and local units of government	25 points
<b><u>HUD Section 3</u></b> Contractor is certified or can become certified as a Section 3 Business Concern	5 points

## COST PROPOSALS

PROJECT: Demolition of Residential and Commercial Structures

NAME OF VENDOR: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

The undersigned vendor, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

Parcel ID	Address	Location	Bid Price
55-27-577-006	300 S. Cherry St (Pool)	City of Flushing	\$
56-16-526-036	11320 S. Saginaw St	City of Grand Blanc	\$
56-15-501-089	11346 S. Saginaw St	City of Grand Blanc	\$
08-19-526-016	5377 Duffield Rd	Flushing Township	\$
08-10-100-032	*7305 Gillette Rd	Flushing Township	\$
11-19-553-178	1055 E. Genesee Ave	Genesee Township	\$
14-13-555-050	1444 Charwood	Mt. Morris Township	\$
13-05-400-005	14222 Nichols Rd	Montrose Township	\$
		<b>Total Cost</b>	\$

\*Ordered/Emergency Demolition, contractor will be responsible for following proper procedures for emergency demolition.

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

PROPOSAL SIGNATURE:

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

## SIGNATURE PAGE

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.

**Addenda:**

a) The undersigned hereby acknowledges receipt of the following addenda:

Number	Date issued

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, include attached statement)

**Conflict of Interest:**

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

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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Additional contact person or representative for matters regarding this solicitation:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

## GENESEE COUNTY INSURANCE CHECKLIST

**Coverages Required**

**Limits (Figures denote minimums)**

- |   |  |
|---|--|
| <u> X </u> 1. Workers' Compensation   | Statutory limits of Michigan   |
| <u> X </u> 2. Employers' Liability  | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations   |
| <u> X </u> 3. General Liability   | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability and a Per Project Aggregate<br>Limit Endorsement |
| <u> </u> 4. Professional liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions  |
| <u> </u> 5. Medical Malpractice   | \$200,000 per occurrence \$800,000 in aggregate  |
| <u> X </u> 6. Automobile liability  | \$1,000,000 combined single limit each accident-<br>Owned, hired, non-owned  |
| <u> X </u> 7. Umbrella liability/Excess Coverage  | \$ 1,000,000 BI & PD and PI  |
| <u> X </u> 8 <u> Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |  |
| <u> X </u> 9. Other insurance required: Pollution Liability coverage including transport of hazardous waste with Genesee County listed as an additional insured endorsement. Limit \$1,000,000  |  |
| <u> X </u> 10. Cancellation Notice: Should any of the described policies be cancelled or materially changed before the expiration thereof, the issuing insurer will provide 30 days written notice to the certificate holder.                             |  |
| <u> X </u> 11. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)  |  |
| <u> X </u> 12. The certificate must state bid number and title  |  |

### Insurance Agent's Statement

**I have reviewed the requirements with the bidder named below. In addition:**

The above required policies carry the following deductibles:

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

Insurance Agent

Signature

### Bidder's Statement

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

Bidder

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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

# 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: \_\_\_\_\_

**Attachments**

A – Scope of Work/Summary of Work

B – Section 3 Clause

C – Community Development Block Grant (CDBG) Requirements

D -- Community Development Block Grant (CDBG) Requirements



**Attachment A – Scope or Work**

**Scope of Work/Summary of Work**

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## 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 contractor.

- (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 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

(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 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 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 structure(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 Contractor's 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 200.1.2.A

### **1.3 REFERENCES**

A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website:

<http://mdotwas1.mdot.state.mi.us/public/specbook/2012>

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 re-compact 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 moisture 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 COMPACTION**

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 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.
  - (2) 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 injury 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 be 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).



## Attachment C - Section 3 Certification Forms

### 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 known as  
(Print Name and Title)

\_\_\_\_\_  
(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 or very low income as determined by household size and annual income.

Very Low and Low Income Persons means families whose incomes do not exceed, respectively, 50% and 80% of the annual median income as adjusted by HUD, for Genesee County (see page 2).

[SIGNATURE PAGE TO FOLLOW]

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 (Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> Copy of resident lease   | <input type="checkbox"/> Copy of receipt of public assistance            |
| <input type="checkbox"/> Copy of evidence of participation in a public tax assistance program | <input type="checkbox"/> Copy of previous year's business income filings |

**For business claiming Section 3 status due to at least 30% of workforce currently being Section 3 residents, or were Section 3 residents when first hired (if within the last three years):**

- |   |   |
|---|---|
| <input type="checkbox"/> List of all current full-time employees                            | <input type="checkbox"/> List of employees claiming Section status                          |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Copy of previous year's income tax returns for Section 3 residents |

**For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses (must check each box and provide documentation for both items):**

- |   |
|---|
| <input type="checkbox"/> List of subcontracted Section 3 business(es), subcontract amount and date of subcontract |
| <input type="checkbox"/> Copy of all subcontractors' previous year's income tax filings                           |

<b>FY 2019 Median Family Income for Flint and Genesee County MSA - \$57,300</b>		
<b>Section 3 Maximum Income Limits</b>		
<b>Number in Household</b>	<b>Very-Low Income</b>	<b>Low Income</b>
One Person	\$21,400	\$25,700
Two Person	\$24,450	\$29,360
Three Person	\$27,500	\$33,050
Four Person	\$30,550	\$36,700
Five Person	\$33,000	\$39,650
Six Person	\$35,450	\$42,600
Seven Person	\$37,900	\$45,550
Eight Person	\$40,350	\$48,450

CERTIFICATION FOR RESIDENT SEEKING SECTION 3 PREFERENCE  
IN TRAINING AND EMPLOYMENT

**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 filing.) 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.

**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 (not all may apply but at least one must be provided):

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

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

\_\_\_\_\_  
Authorizing Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FY 2019 Median Family Income for Flint and Genesee County MSA - \$57,300

**Section 3**  
**Maximum Income Limits**

<b>Number in Household</b>	Very-Low Income	Low Income
One Person	\$21,400	\$25,700
Two Person	\$24,450	\$29,360
Three Person	\$27,500	\$33,050
Four Person	\$30,550	\$36,700
Five Person	\$33,000	\$39,650
Six Person	\$35,450	\$42,600
Seven Person	\$37,900	\$45,550
Eight Person	\$40,350	\$48,450

# **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 s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
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.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (Executive Order 11246 - 41 CFR Part 60.4.3)**

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 to 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:

*f* 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.

*f* 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.

*f* 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.

*f* 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.

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

*f* 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)(l) 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: \_\_\_\_\_

**MBE/WBE/DBE Business List**

<b>Category</b>	<b>Business Name</b>	<b>Contact</b>	<b>Business Type</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>	<b>Info</b>
Accounting & Financial Services	Burton Dave Associates	Dave Burton	MBE	5101 N. Saginaw	Flint	MI	48505	810-785-5198	Professional accounting & business service
Accounting & Financial Services	Citizens Electronic Income Tax	Joe Gadison		4124 Clio Road	Flint	MI	48502	810-785-2585	
Accounting & Financial Services	Gail's Accounting & Taxes	Gail Forgie	WBE	1151 E. Decamp Street	Burton	MI	48529	810-715-4526	Accountant and tax professional
Accounting & Financial Services	Musselman Tax Service	Denise Musselman	WBE	3364 N. Belsay Road	Burton	MI	48509	810-736-1667	
Appraisers	Associated Appraisal Service, Inc.	Arden O'Neill		1423 E. Bristol Road	Burton	MI	48529	810-742-5220	Provide complete residential and commercial appraisals
Architectural	Alhambra Designs	Gregory Tolbert-Bey	MBE	2101 M.L. King Ave., PO Box 645	Flint	MI	48501	810-234-2267	Landscape architectural design, site planning
Automotive	Allied Battery Motive Systems	Sixto Olivo	MBE	3713 Lee Street	Flint	MI	48506	810-744-1223	Sales, rental and repairs of forklifts, golf carts, batteries & chargers
Automotive	Clark's Brother's Bump & Paint	Odell Clark	MBE	6209 N. Saginaw Street	Flint	MI	48505	810-789-4191	
Automotive	McGee's Collision	Lela McGee-Johnson	M/WBE	G-6142 N. Saginaw	Mt. Morris	MI	48458	810-787-7639	Auto collision repairs
Automotive	Premier Ford	Joe Hood	MBE	5470 Ali Drive	Grand Blanc	MI	48439	810-579-1400	
Automotive	Brown's Collission	William Brown	MBE	618 Stockdale	Flint	MI	48503	810 235-3939	Auto Collision Repairs
Automotive	Grundy's Auto Services	George & Carolyn Grundy	M/WBE	4804 N. Saginaw Street	Flint	MI		810-787-1103	
Automotive	Patsy Lou Willimason Buick, GMC, Inc.	Jim Freeman	MBE	G-7401 Clio Road	Mt. Morris	MI	48458	810-232-1830	
Commercial Products & Services	Adaptive Manufacturing Solutions	Laurie Moncrieff	WBE	G-4206 S. Saginaw Street	Burton	MI	48529	810-743-1600	Precision machining, fabrication, tooling, project management, design/engineering
Commercial Products & Services	Mer-Wil Industries, Inc.	Mervin Williams	MBE	328 S. Saginaw Street, STE 90	Flint	MI	48502	810-239-0600	Industrial/commercial supplier of hardware & building supplies

MBE/WBE/DBE Business List

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Commercial Products & Services	Genesee Packaging	Sharon Fleming	DBE	PO Box 7716	Flint	MI	48507	810-235-6120	
Commercial Products & Services	Mac Arthur Corp.	Thomas Barrett	DBE	3190 Tri Park Drive	Grand Blanc	MI	48439	810-606-1777	Custom Labels, Dye Cutting
Commercial Products & Services	Brooks Energy	Royal Brooks	DBE	3921 Wisner Street	Flint	MI	48504	810-877-8913	Saw Blade Manufacturing
Commercial Products & Services	Global Energy Innovations, Inc.	K. Joel Berry	DBE	6060 Covered Wagons Trail	Flint	MI	48532	810-610-2816	
Commercial Products & Services	Vision Manufacturing & Plastics, Inc.	Brenda Williams	DBE	2000 N. Saginaw Street	Flint	MI	48505	810-767-2987	Plastic Manufacturing
Computer	Commerce Connect, LLC	Julie Keener	WBE	460 S. Saginaw Street	Flint	MI	48502	810-424-0010	Internet products & services
Computer	D & L Computer Services	Gail Bowman	M/WBE	G2412 W. Carpenter Road	Flint	MI	48505	810-787-2728	Bookkeeping, resumes, invoicing, tax consultant, software installation
Computer	Technical Edge, INC	Jenean Kleinedler	WBE	G3237 Beecher Road, STE H	Flint	MI	48532	810-230-0300	Software development, network solutions, internet needs
Concrete or Asphalt	Cliff's United Development, INC	Clifford Scott	MBE	821 Stockdale Street	Flint	MI	48504	810-235-5431	Concrete contractor, repair
Concrete or Asphalt	J.T. Builders	Jose Thompson	MBE	1707 Hobson	Flint	MI	48504	810-787-7078	Residential Concrete
Concrete or Asphalt	S&G Excavating	Marvin Grant	MBE	3702 Kellar Avenue	Flint	MI	48504	810-785-0080	Concrete laying
Concrete or Asphalt	Spights Asphalt & Paving	Thomas Spight	MBE	1312 E. Carpenter Road	Flint	MI	48505	810-785-9137	
Concrete or Asphalt	Lois Kay Contracting Company	Lois Kreager	WBE	3046 Carrolton Road	Saginaw	MI	48604	989-753-3618	Concrete contractor, highway & street construction
Concrete or Asphalt	Lue's Cement Contracting		MBE	402 W. Home	Flint	MI	48505	810-785-1500	
Concrete or Asphalt	Sanches Construction, INC	Deborah Sanches-Edgecomb	DBE	3508 Wood Street	Lansing	MI	48906	517-485-4694	Concrete pavement, patching, widening, curbs, driveways, sidewalks, bridge railing
Concrete or Asphalt	S&L Walker & Sons Asphalt	Sam Walker	MBE	513 E Russell Avenue	Flint	MI	48505	810-785-8155	
Concrete or Asphalt	Smooth Finish Concrete	Holly Gustinis	DBE	11181 Green Road	Goodrich	MI	48438	810-636-7062	Poured concrete foundation, paving residential/commercial driveway/parking areas

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Concrete or Asphalt	State Crushing, INC	Raymond Orozco	DBE	2260 Auburn Road	Auburn Hills	MI	48326	248-332-6210	Crush/recycle concrete into special forms of aggregate & deliver to construction site
Concrete or Asphalt	Willie Brown Masonry	Willie Brown	MBE	6165 Harwood	Mt. Morris	MI	48458	810-785-5557	
Construction/General Contractor	Bedrock Building, Inc.	Michael E. Foy	WBE	5136 N. Linden Road	Flint	MI	48504	810-691-0808	General contractor
Construction/General Contractor	Dickerson Mechanical, INC	Mary Ann Dickerson	WBE	415 W Rising Street	Davison	MI	48423	810-653-7290	General contractor
Construction/General Contractor	Ping Development	Walt Ingram	MBE	711 E. Baltimore	Flint	MI	48505	810-787-3167	
Construction/General Contractor	Sorensen Gross Construction Services	Shelly Shattuck	DBE	3407 Torrey Road	Flint	MI	48507	810-235-3200	General contractor
Construction/General Contractor	W.T. Stevens Construction	Rhonda & Donald Stevens	W/MBE	934 E. Ruth Avenue	Flint	MI	48505	810-394-9949	New constuction, build-outs, demolition, concrete, abatement
Construction/General Contractor	Alliance General Contractors	Walt Ingram	MBE	416 Pasadena	Flint	MI	48505	810-787-6909	
Construction/General Contractor	D&N Development	Derek Hatter	MBE	5432 Jennings Road	Flint	MI	48504	810-785-2611	General contractor & demolition
Construction/General Contractor	Greco Equipment Co.	Paskle Greer Jr.	MBE	1207 N. Ballenger Suite D	Flint	MI	48504	810-238-5224	Highway construction, demolition & concrete work
Construction/General Contractor	Holley Builders	Duane Holley	MBE	6106 N. Jennings	Mt. Morris	MI	48458	810-789-3212	Residential building & remodeling
Construction/General Contractor	Intriax, LLC	Kevin McQueen		1192 N. Genesee Road	Burton	MI	48509	810-744-2760	Construction & engineering services
Construction/General Contractor	Rhodes Construction Company of Flint, Inc.	James Rhodes Jr.	MBE	2268 Douglas Joel	Flint	MI	48505	810-785-0771	Residential home design, Industrial contractor, project management
Construction/General Contractor	Russ Cesarz Design & Build, INC	Russ Cesarz	MBE	16479 Belfast Drive	Fenton	MI	48430	810-599-6019	Residential home design & building
Construction/General Contractor	Tiffany's Construction Inc.	Colonel Lee	MBE	G-1173 N. Ballenger Hwy, #102	Flint	MI	48504	810-767-3169	Fire repair, remodeling, home design
Construction/General Contractor	J Perez Construction, Inc.	Josemaria (Joe) Perez	MBE	2232 Davison Rd	Flint	MI	48506	810-233-8555	General contractor
Construction/General Contractor	Lockett Enterprises	Corey Lockett	DBE	622 Mason Street	Flint	MI	48506	810-407-6644	Construction Management

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Construction/General Contractor	Vets Access Ramps, LLC	Daniel Corcoran	DBE	9288 Seymour Road	Montrose	MI	48457	810-639-2222	Customized home renovations & services for the aging/disabled, ramps
Construction/General Contractor	AAK Construction	Frank Timmons	MBE	3731 Worchester Drive	Flint	MI	48503	810-744-0462	
Construction/General Contractor	Better Builders	Frederick Speed	MBE	3615 N. Saginaw Street	Flint	MI	48505	810-789-0101	
Construction/General Contractor	Forrester Construction Co. Inc.	Thomas E. Root	WBE	PO Box 606	Flint	MI	48501	810-715-7540	General contracting for commercial, institutional & government buildings
Construction/General Contractor	Hercy's Construction	H. Gene Williams	MBE	1314 E. Princeton	Flint	MI	48505		
Construction/General Contractor	MDT Construction	Michelle Tucker	M/WBE	2508 E. 2nd Street	Flint	MI	48503	810-449-9584	
Construction/General Contractor	T & S Construction, INC	Aonie Gilcrest	MBE	2000 N. Saginaw Street	Flint	MI	48505	810-640-1207	
Construction/General Contractor	Barnett Construction		MBE	1425 Eldorado Drive	Flint	MI	48504	810-597-9786	Residential remodeling, fire restoration, general contractor & industrial construction
Construction/General Contractor	Nuco Construction, INC	Kenneth Henderson		12871 Croftshire	Grand Blanc	MI	48439	810-695-3548	General contracting for commercial & industrial projects
Construction/General Contractor	S&M Building & Remodeling	Samy Meshraky	MBE	4081 S. Belsay Road	Burton	MI	48519	810-742-7986	
Construction/General Contractor	Marliz Group, LLC	Alde Lewis, Jr.	MBE	201 E. Hamilton Avenue	Flint	MI	48505	810-767-0006	Commercial & institutional building construction management
Consultants	Action Management Corporation			915 S. Grand Traverse Street	Flint	MI	48502	810-34-2828	Career consulting, leadership development, career transition
Consultants	ATGAM, INC	Edna Rubin	M/WBE	G1387 Holtslander Avenue	Flint	MI	48505	810-767-2788	Education, recreation, retail training
Consultants	B. Greer & Associates, INC	Bobbie J. Greer	M/WBE	PO Box 1042	Flint	MI	48501	810-733-5607	Personal/professional services
Consultants	Center for Human Resources Solutions	Abner Tansil	MBE	8445 S. Saginaw Street, STE 205	Grand Blanc	MI	48439	810-603-0484	Affirmative Action, EEO claims, diversity learning & management

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Consultants	Convergent Technology Partners	Martin Thomas		801 S. Saginaw Street	Flint	MI	48507	810-720-3820	Technology consulting, network/desktop support, equipment specification, bid evals & recommendations
Consultants	Empowerment Training Consultants	Ronald Hudson	MBE	G5505 N. Saginaw Street	Flint	MI	48505	810-787-6252	
Consultants	GQ Enterprises	Gloria J. Quinney	M/WBE	6362 Laurentian	Flint	MI	48532	810-733-7474	Professional development consultant
Consultants	Independent Consultants, INC	Leon Whitfield	MBE	1515 Woodslea Drive	Flint	MI	48507	810-742-0637	Housing & economic development on local, state, national level
Consultants	Mary A. Rolfe & Associates	Mary Rolfe	WBE	432 N. Saginaw Street, Suite 702	Flint	MI	48502	810-239-8566	Consulting services to predominately non-profits
Consultants	McKely & Associates	Jesse McKely	MBE	6702 Parkbelt Drive	Flint	MI	48505	810-789-3728	Technical consulting, blue print reading, machine quality testing
Consultants	Mission of Peace	Reverend Elmira Smith-Vincent		877 E. Fifth Avenue	Flint	MI	48503	810-232-0104	Counseling service for homebuyers
Consultants	Reflective Technologies, INC	Barbara Howard	M/WBE	2712 N. Saginaw Street, STE 105	Flint	MI	48501	810-341-1708	Grant writing & government procurement contracting
Consultants	Signquest Publishers, INC	Linda Lee Massoud	H/WBE	4409 Old Colony Drive	Flint	MI	48507	810-239-5337	Educational books, videos, consulting, instructing
Consultants	Smartworks, INC	Phyllis Lewis	M/WBE	12751 S. Saginaw Street, STE 700	Grand Blanc	MI	48439	810-603-0000	Grant writing & evaluation services for schools, non-profits, governments
Electrical	Halligan Electric, INC	Deborah Halligan	WBE	705 Kelso Street	Flint	MI	48506	810-238-8581	All phases of electrical contracting
Electrical	Power Source Electric	Kelley Preseau	DBE	5092 W. Vienna Road	Clio	MI	48420	810-686-7337	Commercial, residential, small industrial & site lighting
Electrical	Uniflex Electric Company	Patrick Tyus	DBE	8400 Crossboy Ct	Grand Blanc	MI	48439	810-252-3582	Residential, commercial, industrial electrical wiring
Electrical	Ro Lyn Electrical, LLC	Rowland Cornish	DBE	2323 W. Holmes Road	Lansing	MI	48911	517-272-3267	Electrical contractors
Electrical	S & L Electrical	Karl Hudspeth	DBE	5285 Old Shawboro	Grand Blanc	MI	48439	810-234-2117 or 223-6380	

MBE/WBE/DBE Business List

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Electrical	Speed's Electrical Services	Frederick Speed	MBE	3615 N. Saginaw Street	Flint	MI	48505	810-789-2891	
Electrical Engineering	IAM Unlimited, LLC	Jennifer Kayden	WBE	5055 Pilgrim Road	Flint	MI	48507	810-238-8611	Industrial/commercial electrical services, design & engineering, green energy solutions
Embroidery	Special T Custom Products	John McCrea	WBE	1492 Newcastle Drive	Davison	MI	48423	810-654-9602	Embroidery & screen printing
Engineering	A-nalysis Access International	Betty Tucker	DBE	1718 Lynbrook Dr, PO Box 7805	Flint	MI	48507	810-624-9161	Engineering services
Engineering	CHMP, INC	Greg Mason	WBE	5198 Territorial Road	Grand Blanc	MI	48439	810-695-5910	Engineers, architects, surveyors
Engineering	On-Line Die & Engineering, INC	Cornelio Sanson		G4463 S. Dort Hwy	Burton	MI	48529	810-742-2522	Manufactures tools, die build, repair, prototype parts
Engineering	Trans Environmental Engineers, INC	Hanuman Marur	MBE	5466 N. Genesee Road	Flint	MI	48506	810-250-9220	Professional engineering consulting services
Exterminator	Blount's Pest Control	Jeff Blount	MBE	137 E. Piper Street	Flint	MI	48505	810-789-8483	
Flooring/Office Furniture	Space INC	Kathie Suce-Hobohm	WBE	810 S. Saginaw Street, STE 305	Flint	MI	48502	810-235-5151	Office furniture & equipment
Flooring/Carpet Cleaning	Enviro-Clean	Denise Miller	WBE	1284 N. Belsay Road	Burton	MI	48509	810-230-8900	Janitorial, carpet cleaning, fire & water restoration
Flooring/Carpet Cleaning	M & A Carpet Cleaning	Marcus Armstrong	MBE	2418 Davison Road	Flint	MI	48506	810-238-001	Water damage, sewer back-up, mold treatment
Glass	North Saginaw Street Glass Co	Robert Stevenson	MBE	5801 N. Saginaw Street	Flint	MI	48505	810-785-3117	
Hardware	Beauchamp ACE Hardware	Sally Kagerer	WBE	1101 W. Pierson Road	Flint	MI	48505	810-789-7871	
Human Resources/Staffing	Expert Human Resources Consultants, LLC	Vanessa Nelson	DBE	2425 S. Linden Road	Flint	MI	48532	810-789-7711 or 810-813-8732	Human Resources/labor relations consulting, recruitment, employee manuals
Human Resources/Staffing	Leading Edge Enterprises, LLC	Jorge Lecea	M/DBE	2065 S. Elms Road	Swartz Creek	MI	48473	810-733-7411	Recruiting, staffing
Information Technology	Ragha Systems, LLC	Veera Thota	DBE	8390 Warwick Groves Ct	Grand Blanc	MI	48439	810-694-6551	IT & staffing solutions provider, network engineering, database management

MBE/WBE/DBE Business List

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Janitorial	Michigan Merchant's Supply & Service Co	James Ishmon	MBE	8055 Jennings, PO Box 91	Mt. Morris	MI	48458	810-687-8007	Commercial janitorial service & supplies
Janitorial	Enviro-Clean	Denise Miller	WBE	1284 N. Belsay Road	Burton	MI	48509	810-230-8900	Janitorial, carpet cleaning, fire & water restoration
Janitorial	T.D. Cleaning	Tina McHugh	WBE	3163 Delaney Street	Flint	MI	48506	810-250-0406	Residential & business cleaning
Landscaping	Crump's Landscaping	Herbert Crump	MBE	3059 W. Mt. Morris Road	Mt. Morris	MI	48458	810-687-9290	
Landscaping	Pedro's Lawn Care	Carilyn Swartout & Carolyn Moubray	WBE	2156 Howe Road	Burton	MI	48519	810-715-1907	Lawn care & snow removal
Landscaping	Seymore & Son Landscaping & Yard Maintenance	Hayward M. Seymour, Jr.	MBE	2442 E. Maple Ave, STE 9	Flint	MI	48507	810-744-1818	
Landscaping	Timmon's Landscaping	W. Frank Timmons	MBE	3731 Worchester Drive	Flint	MI	48503	810-744-0462	
Landscaping	Tri-City Contracting Services, INC	Darla Hunter	DBE	1464 Hawthorne Drive	Saginaw	MI	48638	989-799-1004	Landscape design, lawn maintenance, tree removal, lot clearing
Landscaping	The Wash Boys	Dario Murillo	DBE	1344 Bay Road	Saginaw	MI	48602	989-249-5377	Landscape design, lawn maintenance, snow plowing, window washing
Legal Services	Kathleen M. Main, P.C.	Kathleen M. Main	WBE	1038 S. Grand Traverse	Flint	MI	48502	810-232-9460	Professional legal services
Legal Services	TW Feaster Attorney at Law PLLC	Torchio Feaster	MBE	436 S. Saginaw Street, STE 300	Flint	MI	48502	810-424-4050	
Lighting	Remier Lighting	Michael Mason	DBE	1055 N. Linden Road	Flint	MI	48532	810-732-6454	Distributor of commercial indoor & outdoor fixtures, lamp/battery recycling containers
Lighting	Samudra Global Energy, INC	Pranjali Wakade	DBE	6120 Green Bank Drive	Grand Blanc	MI	48439	810-240-6218	Design & production of energy efficient/eco-friendly lighting fixtures
Management Services	SDMS - Shively Diversified Management Services, LLC	Alison Shively	WBE	5210 Exchange Drive	Flint	MI	48507	810-244-1046	Business solutions, productivity & staffing solutions



MBE/WBE/DBE Business List

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Marketing	Beltran Media	Terry Beltran	W/DBE	PO Box 324	Clarkston	MI	48347	248-977-2827	Video production & advertising, website design, branding, PR communications, Hispanic marketing
Marketing	PromoConsutls, LLC	Carol Hawks	WBE	239 S. Linden Road, STE 144	Flint	MI	48532	810-496-1869	Promotional product distributor
Office Equipment & Supplies	Schaefer's Complete Office Source	Christine Patterson	WBE	2255 S. Linden Road	Flint	MI	48532	810-732-8050	Office furniture & equipment
Office Equipment & Supplies	T-5 Supplies	Lewis Tolbert	MBE	2712 N. Saginaw Street	Flint	MI	48505	810-232-2698	Paper products, tissue/paper towels, computer paper, paper plates
Painters	Bill Gales Custom Painting	Pamela M. Gales	WBE	3486 N. Irish Road	Davison	MI	48423	810-653-3528	Commercial, residential & industrial painting
Painters	Michael L. Toles Painting	Michael Toles	MBE	4501 Industrial Avenue	Flint	MI	48505	810-785-6568	Commercial, residential painting, wallcovering & powerwashing
Painters	Rainbow Coatings of Michigan, INC	Wendy Leek	WBE	2718 Lippincott Blvd	Flint	MI	48507	810-877-7131	Specializing in powder coat, KYNAR 500, HYLAR 5000
Painters	Trident National Corp.	Edward Elizando		1065 Grant Street	Fenton	MI	48430	810-714-6980	Painting contractor
Plumbing/Piping	Imhotep's Piping & Supplies, INC	Ernest Johnson	MBE	2047 Chelan St, PO Box 13566	Flint	MI	48501	810-235-3086	Industrial piping, including commercial applications
Plumbing/Piping	Just Good Plumbing & Heating	Marcia Launderbaugh	WBE	4286 Phesant Drive	Flint	MI	48506	810-736-8795	Plumbing, heating, air conditioning, repair service, replacement
Plumbing/Piping	Omni Enterprises, INC	Harry Boose	MBE	PO Box 976	Grand Blanc	MI	48439	810-694-6713	Electrical & plumbing supplies
Plumbing/Piping	Wolverine Mechanical, INC	Thomas Lapham, Jr		1255 Butcher Road	Fenton	MI	48430	810-750-6885	Plumbing, heating and air conditioning contractor
Printing	American Speedy Printing Center	Babara Veasley	M/WBE	877 E. Fifth Avenue, STE 103	Flint	MI	48503	810-232-8420	Printing, copying, color inks, design/layout, typesetting, bindery
Printing	Creative Printing & Graphics	Cindy Barnes	WBE	430 S. Dort Hwy	Flint	MI	48503	810-235-8815	Two color offset printing, business stationary, forms, graphic design, bindery

**MBE/WBE/DBE Business List**

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Printing	Curtis Printint, INC	Elaine Sass	WBE	2171 Lodge Road	Flint	MI	48532	810-230-6711	Printing, design, mailing, perforating, brochures, stationery, business forms
Printing	Leader Printing	Diane Shaw	WBE	122 S. Bridge Street	Linden	MI	48451	810-735-7851	Specializing in all phases of printing
Printing	Nuance Events Planning	Renita Coney-Mays	W/MBE	915 E. Seventh Street	Flint	MI	48503	810-232-7078	Event planning, invitations, programs, desk top published
Printing	S.G. and Company	Angel Cudd	MBE	11232 S. Saginaw Street	Grand Blanc	MI	48439	810-695-8090	Business cards, brochures, flyers, catalogs, resumes, invitations
Printing	Union Printing	Lewis Driskell	MBE	1759 N. Saginaw Street	Flint	MI	48505	810-767-8220	Printing, copying, design
Ramps	Clover Leaf Independent, LLC (Dee's Access Ramps)	Diane Corcoran	WBE	9288 Seymour Road	Montrose	MI	48457	810-639-2222	Preabricated metal ramps
Roofing	Galleon Roofing	Jesse Galleon	MBE	2103 Church Street	Flint	MI	48503	810-239-6160	
Safety	American Safety & Equipment, INC	Sandra Aulbrook	MBE	5055 Pilgrim Road	Flint	MI	48507	810-238-8600	Safety products/services for all industries
Security/Security Systems	Franklin Security	John Kent	WBE	116 Cypress Drive	Davison	MI	48423	810-287-4946	Security guards
Security/Security Systems	Lagarda Security	Nickolas Putz	WBE	2123 S. Center Road	Burton	MI	48519	810-742-8189	Security guards, patrol services
Security/Security Systems	Ornamental Security Doors	Willie Franlin	MBE	G3042 W. Pasadena	Flint	MI	48504	810-733-6790	Commerical & residential doors, windows, window guards, gates, siding
Signs	A Plus Graphics, INC	Lynn O'Connor	WBE	2719 W. Court Street	Flint	MI	48503	810-232-7332	Signs, plaques, banners, lettering
Signs	Apex Sign Group, INC	Gray Gephardt	WBE	6200 N. Dort Hwy	Flint	MI	48505	810-789-8800	
Signs	Central Sign & Fabricating	Russ Govette	WBE	4019 E. Baldwin Road	Holly	MI	48442	810449-9652	Interior/exterior signs, banners, posters, fabricating & supplies
Signs	Jane Cerne Graphic Design	Jane Cerne	WBE	11520 Schram Street	Grand Blanc	MI	48439	810-695-2196	Graphic design, design logos, brochures, annual reports
Signs	Express Graphics	Orin Crushank & Bertram Lawrence	MBE	G3428 W. Pierson Road	Flint	MI	48504	810-785-5499	Signs, banners, tee-shirt printing
Supplies/Lab	DOT Scientific, INC	Danita Riker	WBE	4165 Lippincott Blvd	Burton	MI	48519	810-744-1478	Distributor of laboratory supplies & equipment

MBE/WBE/DBE Business List

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Supplies/Medical	Electra Med Corporation	Dana Burger	WBE	G-5332 Hill 23 Drive	Flint	MI	48507	810-232-4856	Full service medical equipment & supply
Supplies/Tool	Bobier Tool Supply, INC	Kim Bobier	WBE	G4163 Corunna Road	Flint	MI	48532	810-732-4030	Calibration, repair and machinery sales
Trucking	Alford's Trucking, INC	Otis Alford	DBE	819 Kennelworth Ave	Flint	MI	48503	810-767-2385	Hauling heavy construction materials, intrastate, non-hazmat
Trucking	Ashburn's Trucking	Daren Ashburn	MBE	6625 Parkbelt Drive	Flint	MI	48504		
Trucking	B.T. Express Trucking Co.	Kem Brown	MBE	G4467 Clio Road	Flint	MI	48504	810-789-8807	
Trucking	E.L. Hollingsworth & Co	Stephen Barr		3039 Airpark Drive North, PO Box 7762	Flint	MI	48507	810-233-7331	Transportation, materials mgt, logistics services
Trucking	JB Delivery Service	Joseph Billings	DBE	4825 W. Margaret	Bridgeport	MI	48722	989-777-5036	Intrastate, non-hazmat materials transport
Trucking	Kamryn Gabriel, INC	Glenn Stewart	DBE	113 E. Thackery Street	Flint	MI	48505	810-785-4713	Hauling heavy construction materials
Trucking	Les Nichols Trucking & Excavating, INC	Les Nichols	DBE	1400 Grosbeck Road	Lapeer	MI	48446	810-664-1914	Hauling large equipment, various aggregate materials
Trucking	L & K Trucking	Kerry A. Webster	W/MBE	329 E. Baltimore Blvd	Flint	MI	48505	810-789-0567	
Trucking	Martin Leasing Co	Rick Johnson	MBE	6312 N. Dort Hwy	Flint	MI	48505	810-787-4192	
Trucking	Martin Trucking, INC	Lonnall Martin		G5040 N. Dort Hwy	Flint	MI	48505	810-789-6479 or 691-0327	Trucking/hauling, dealer for asphalt, gravel & stone
Trucking	Osborn Trucking, INC	Bobby Osborn	DBE	5303 Nasser Street	Flint	MI	48505	810-691-5905	Hauling aggregate/heavy construction materials
Trucking	Perry Trucking	Louis Perry	MBE	5371 N. Dort Hwy	Flint	MI	48505	810-787-1848	Provides moving services
Trucking	XXTAR Associates, LLC	Bernard Porter	DBE	14427 Oakley Road	Chesaning	MI	48616	989-274-2545	Dirt/sand/gravel hauling for construction projects
Window Treatments	Window Magic Blinds & Draperies	Brenda Goldman	WBE	2067 Professional Drive	Flint	MI	48532	810-230-1622	Custom window treatments
Writing Services	The Deadline Dervish, LLC	Carmen Hudson	WBE	303 Smith Street, Apt 201	Clio	MI	48420	586-531-6877	Copy writer, content creator, ghostwriter

**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](http://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.

**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.

## PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **[Contractor Name]**, a **[State]** **[Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Agreement and Authority

Execution of this Agreement is authorized by Resolution #\_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the "Initial Term").

#### 2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

### 3. Scope of Work

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

### 4. Compensation

**INSTRUCTIONS: Select only one of the three Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee). Then, delete this sentence and the Compensation Options that are not used:**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$\_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

*Budget Reimbursement.* The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$\_\_\_\_\_. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

*Flat Fee.* The Contractor shall be paid a flat fee of \$\_\_\_\_\_ for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

The contract administrator for this Contract is **[Contract Administrator]** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. **Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

## **8. Suspension of Work**

### **8.1 Order to Suspend Performance**

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

### **8.2 Necessary Actions Before Suspension**

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

## **9. Termination**

### **9.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

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

### **9.2 Immediate Termination**

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

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



### 9.3 Termination for Convenience

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

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

### 9.4 Termination for Lack of Funding

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

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

## 10. **Equipment Purchased with County Funds [Budget Reimbursement Contracts ONLY. Delete this Section if the method of compensation is not Budget Reimbursement.]**

10.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

### 10.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

### 10.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

## 11. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not

discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **12. Freedom of Information Act**

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

## **13. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **14. Audit Rights**

### **14.1 Certification of Accurate Information**

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

### **14.2 Inspection**

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

### **14.3 Audit**

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

### **14.4 Records Retention**

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

## **15. Identity Theft Prevention**

15.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

15.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **16. Insurance Requirements and Indemnification**

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

### **16.1 Insurance Certificate and Additional Insured Coverage**

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

### **16.2 Indemnification**

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

## **17. Independent Contractor**

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

## **18. General Provisions**

### **18.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **18.2 No Assignment**

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### **18.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **18.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### **18.5 Headings**

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

### **18.6 Governing Law and Venue**

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

18.7 Severability and Survival

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

18.8 Interpretation

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

18.9 Remedies

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

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

CONTRACTOR NAME

COUNTY OF GENESEE

By: \_\_\_\_\_  
Name of Contractor Signatory  
Title of Contractor Signatory

By: \_\_\_\_\_  
Ted Henry, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chief Assistant Prosecuting Attorney – Civil Division



EXHIBIT A  
Description of the Services

**[INSTRUCTIONS: Describe the services to be performed by the Contractor.**

- **The description of the services should be detailed enough that a third party who knows nothing about the Contract would be able to determine whether the contractor has fulfilled his/her obligations.**
- **Be specific as to deliverables, milestones, and project schedule.**
- **Be sure to include required reports, specifying the due dates and content.]**

EXHIBIT B  
Insurance Checklist

**[INSTRUCTIONS: You must contact the Risk Management Division of the Controller's Office to obtain an Insurance Checklist. This ensures that the Contractor has provided sufficient insurance to protect the County from reasonably anticipated risks.]**



EXHIBIT C  
Contractor's Projected Budget  
[Date] to [Date]

**[INSTRUCTIONS: If this is not a Budget Reimbursement contract, delete this Exhibit.]**