Genesee County Community Action Resource Department
2727 Lippincott Blvd
Flint, MI 48507

This letter is to notify contractors that GCCARD is soliciting a Request for Qualifications from entities that are interested in bidding on work that will be done through the City Wide Emergency Repair Program (CWE). GCCARD will accept responses for this at Genesee County Community Action Resource Department, 2727 Lippincott Blvd, Flint, MI 48507. Applications for this along with all other documents will be accepted up until 4:00 pm. on September 8th, 2015. All documents should be turned in to GCCARD’s CWE Program at the above address. See the application for details on program and application requirements.

All procurements are conducted in accordance with the policies and requirements included in GCCARD Request for Qualifications and Genesee County Purchasing Regulations. If there is a conflict between the two, GCCARD policies and requirements supersede Genesee County Purchasing Regulations.

Questions regarding this request for applications should be referred to Brian Bailey, CWE Program Manager in writing at bbaileygccard@yahoo.com.

Each applicant is responsible for becoming pre-qualified prior to receipt of bids or proposals for the CWE program issued on parcels within Genesee County designated by GCCARD.

Brian Bailey
CWE Program Manager

GCCARD IS AN EQUAL OPPORTUNITY EMPLOYER
RFQ Application Packet
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Genesee County Community Action Resource Department
2727 Lippincott Blvd.
Flint, MI 48507

GCCARD APPLICATION FOR REQUEST FOR QUALIFICATIONS

Application will be received by the Genesee County Community Action Resource Department (GCCARD), 2727 Lippincott Blvd., Flint, MI 48507, for LETTERS OF QUALIFICATION for the purpose of receiving bids and possible contract awards for the City Wide Emergency Repair Program (CWE).

All procurements are conducted in accordance with the policies and requirements included in GCCARD Request for Qualifications and Genesee County Purchasing Regulations. If there is a conflict between the two, GCCARD policies and requirements supersede Genesee County Purchasing Regulations.

Questions regarding this request for applications should be referred to Brian Bailey, CWE Program Manager in writing at bbaileygccard@yahoo.com.

Each applicant is responsible for becoming pre-qualified prior to receipt of bids or proposals for the CWE program issued on parcels within the City of Flint in Genesee County designated by GCCARD.

GCCARD IS AN EQUAL OPPORTUNITY EMPLOYER

SECTION 1: INSTRUCTIONS TO APPLICANTS

1. Submit one (1) original, one (1) additional copy of application and one flash drive containing a PDF copy. The original must include an original signature, on the Signature Page, of the person authorized to make a binding offer. All applications become the property of GCCARD. GCCARD will not photocopy your applications for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your application.
2. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Application, shall be made by and through the CWE program contact referenced in this solicitation. No contact regarding this solicitation made with other GCCARD employees is permitted. Any violation of this condition may result in the immediate rejection of application.

3. The Standard Terms and Conditions are an integral part of the bidding process.

4. GCCARD requires a signed Applicants 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 the entire contract period. Failure to comply with these provisions will cause termination of the contract.

5. Genesee County shall not be responsible for the failure of a prospective applicant to obtain addenda and other information issued at any time related to this Request for Qualifications.

6. 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 agree to protect and defend GCCARD against all claims or demands whatsoever, and to hold GCCARD harmless from any loss or damage resulting therefrom.

7. See Submittal Requirements for submitting application in the required format.

SECTION 2: STANDARD TERMS AND CONDITIONS

1. GCCARD Request for Qualifications and Genesee County Purchasing Regulations: All procurements are conducted in accordance with GCCARD Request for Qualifications and Genesee County Purchasing Regulations. If there is a conflict between the two, GCCARD policies and requirements supersede Genesee County Purchasing Regulations.

2. Application Opening: Applications will be opened and evaluated on a regular basis by GCCARD staff after the Applications have been received.

3. Evaluation and Award: The qualified contractors will be placed on the prequalified contractor list and be able to participate in Invitation for Bid process on projects that they are qualified to complete. GCCARD reserves the right to reject any or all offers, to waive any informality or irregularity in any offer, and to negotiate with the apparent successful applicant(s) in the best interest of GCCARD. Unless otherwise indicated in the Invitation for Bids, GCCARD reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of GCCARD.

4. Selection Process: Proposals that are submitted timely and comply with the mandatory requirements of the RFQ will be evaluated in accordance with the terms of the RFQ. Any contract resulting from this RFQ will not necessarily be awarded to the Contractor with the lowest price. Instead, contract shall be awarded to Contractor whose proposal is the most responsive in accordance with criteria set forth in RFQ.

5. Discussion with Responsible Applicants and Revisions to Applications: Discussions may be conducted with responsible applicants who submit responses determined to be reasonably
susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFQ, revisions of offers may be permitted after submissions and prior to award for the purpose of obtaining an accurate request for qualifications.

6. Cancellation; Rejection of Application: The Request for Qualifications may be canceled by GCCARD at any time for any reason. Any applications received may be rejected in whole or in part when in the best interests of GCCARD.

7. Receipt of Applications: It is solely the responsibility of the applicant to assure the timely receipt of its application at the location indicated in the Request for Qualification announcement. LATE APPLICATIONS WILL NOT BE CONSIDERED.

8. Tax: GCCARD is a Michigan Municipal Corporation and as therefore is exempt from Federal Excise Tax and Michigan Sales Tax.

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

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

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

12. Applicant’s Representations: Each applicant by submitting a bid represents as follows:
A. That the applicant has read and understood the application documents and has submitted in accordance therewith;
B. That the application has been submitted by a duly authorized owner, partner, or corporate officer;
C. That the application submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFQ, designed to limit independent bidding or competition.

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

14. **Insurance:** Each applicant must submit a complete Applicant’s Insurance Checklist, if so stipulated in the RFQ. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized or licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable.

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

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

17. **Right to Inspect:** GCCARD may, at reasonable times, inspect the place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

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

**SECTION 3: MINIMUM QUALIFICATIONS OF APPLICANTS**

In order to qualify as a qualified firm and added to a prequalification list, an applicant shall have the capability in all respects to perform any possible future contract 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 contractual requirements. At a minimum, the following requirements are necessary for submission of a response:

1. **Evidence of Financial Stability**: The applicant shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All applicants shall include two years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist GCCARD in determining the Applicant’s financial condition. GCCARD is seeking this information to ensure that the applicants have the financial stability and wherewithal to assure good faith performance.

2. **License & Certificate**: The applicant must have a valid Michigan Builders or Alteration and Remodeling Contractor license or an Electrical or Plumbing or Mechanical license that is current and in good standing with the State of Michigan in the name of principal. *(The person/company that is issued the License and/or Certificate by the State of Michigan must be in entity that applies to be added to the prequalified list.)*

3. **Evidence of Insurance**: The applicant must have Commercial General Liability with (1) **Commercial General Liability** coverage of not less than one million dollars ($1,000,000) combined single limit with the County, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an “Additional Insured”. This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess. 2) **Workers’ Compensation Insurance** in accordance with Michigan statutory requirements including Employers Liability coverage. (3) **Commercial Automobile Insurance** in the amount of not less than $1,000,000 combined single limit per accident with the County, and including all elected and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their...
board members, employees and volunteers, named as an Additional Insured. This coverage shall be written on ISO business Auto forms covering Automobile Liability, code “any auto”.

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

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

4. Certificate of Good Standing: The applicant shall provide a Certificate of Good Standing. (If Applicant is a joint venture, a Certificate of Good Standing must be submitted for each entity comprising the joint venture.) Entity must be in existence for a minimum of three (3) years.

5. Experience: Applicants must have a minimum three (3) years of proven experience performing residential rehabilitation type services.

6. Bid, Performance and Payment Bond: Applicants must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and a Performance Bond and Payment Bond, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan.

7. Conflict of Interest Statement & Supporting Documentation: The Applicant shall disclose any professional or personal financial interests that may be a conflict of interest in representing GCCARD. In addition, all Applicants shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

8. Debarment and Suspension: The Applicant certifies to the best of its knowledge and belief that it, its agents, and its subcontractor:
   a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (b).
d. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
e. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and polices governing this program.

9. State License and or Certification: Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

10. Capacity: The applicant must have the capacity to complete three (3) or more projects that are required by GCCARD on a weekly basis. If an applicant does not convince GCCARD that it possesses the above minimum qualifications with the application (response), GCCARD shall deem the applicant not to be qualified and the applicant will not be added to the prequalification list.

SECTION 4: PURPOSE

GCCARD is seeking to qualify firms to provide residential emergency rehabilitation service for properties within the boundaries of the City of Flint within Genesee County. GCCARD is requesting Statements of Qualifications from General, Electrical, Plumbing and Mechanical Contractors. All responding qualified Contractors will be placed on a list of Qualified Contractors maintained by the GCCARD for future rehabilitation of non-commercial residential structures throughout the City of Flint. Only Qualified Contractors will be awarded contracts for home repairs and rehabilitation through the GCCARD. As the rehabilitation of homes is needed an additional detailed bid or quote request will be issued. The services to be provided may include, but are not limited to those listed in Section 5.

SECTION 5: SCOPE OF SERVICES

The purpose of this project is to provide emergency repair services to homes in the City of Flint. Services will be provided in geographic areas identified within the City of Flint. Services will be provided to income qualified households as defined by the City of Flint. Repairs must address immediate health and safety hazards to make unit safely habitable, including but not limited to:

A. Roofing (roof repair and roof replacement)
B. Mechanical (furnace, boiler and water heater repair and replacement)
C. Plumbing (bathroom and kitchen rehabilitation including pipe replacement)
D. Electrical (service panel replacement and rewiring)
E. Structural support (foundation and framing repairs)
All work must be done in compliance with state and local codes. Work is limited to health and safety concerns. Per unit assistance is capped at $10,000. Follow CDBG guidelines and Federal laws and regulations.

SECTION 6: SUBMITTAL REQUIREMENTS

RFQ responses must be submitted both via hard copy and electronic copy. Each applicant shall submit one (1) original, one (1) additional copy of application and one flash drive containing a PDF copy of the following documents in a clear, legible, 12 point font, and 8.5 by 11 inch format. Responses not submitted via hard copy will not be considered. Applicants are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFQ will be cause for rejection of submittals. GCCARD reserves the right to seek additional information to clarify responses to this RFQ. Each response must include the following:

A. Letter of Interest

Please submit a Cover Letter of Interest on your firm’s letterhead signed by a duly authorized officer or representative of the Applicant, not to exceed two pages in length. The Letter of Interest must also include the following information:
1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Applicant and team. Please ensure you are including information for GCCARD to assess your qualifications in regards to the scoring criteria set forth in this RFQ.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Applicant. For purposes of this RFQ “Principals” shall mean persons possessing an ownership interest in the Applicant. If the Applicant is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Applicant.
5. The Signature Page attached hereto at the end of this RFQ and incorporated herein by reference must be signed by Applicant and attached to the Letter of Interest.

B. INFORMATION REQUIRED FROM APPLICANTS

1. Experience and capacity to implement the scope of work described in Scope of Services. Please ensure you are including information for GCCARD to assess your qualifications in regards to the scoring criteria set forth in this RFQ.
2. Familiarity with GCCARD and basic understanding of program.
3. The qualification of assigned project staff and subcontracts, including:
a. Relevant professional and educational experience
b. Past projects will be reviewed to determine if the applicant has successfully completed projects similar in nature and scope. Applicants should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFQ.

4. Capacity to complete Residential Emergency Repair services on a weekly basis. Applicants must provide an itemized list of the firm’s equipment, number of employees and number of residential emergency repair services that can be completed in one week.

5. Applicants should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter from the City of Flint or Genesee County Planning Commission.

SECTION 7: CONTRACTOR PREQUALIFICATION EVALUATION CRITERIA

GCCARD will evaluate the qualifications received and identify the submittals that are the most responsive, responsible and offer the best service to GCCARD. GCCARD will consider consultant qualifications, financial viability, project references, and experience with comparable projects.

A. REVIEW PROCESS
GCCARD CWE Rehabilitation Staff will review applications and qualifications in accordance with the minimum qualifications set forth in this application and the objectives and policies of GCCARD CWE Program. Applications and supporting documentation must be submitted for review and approval prior to any request for quotes on projects issued by GCCARD. All proposals that meet the minimum qualification will be added to GCCARD Prequalified Contractors list.

QUESTIONS

Questions regarding this RFQ should be submitted in writing via email to bbailygcard@yahoo.com.

SUBMITTAL OF APPLICATION

Responses to this Request for Applications must be delivered to:

Brian Bailey
GCCARD
CWE Program Manager
2727 Lippincott Blvd.
Flint, MI 48507
SIGNATURE PAGE - GENESSEE COUNTY COMMUNITY ACTION
RESOURCE DEPARTMENT (GCCARD) – CWE Program

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the application,
3. has not engaged in any collusive actions with any other potential applicants,
4. is not presently debarred, suspended, proposed for debarment, and declared ineligible or
   voluntarily excluded from covered transactions by any federal or state department,
5. hereby offers to enter into binding contracts with GCCARD for the products and services herein
   offered, if selected by GCCARD:

Name (Typed): ________________________________________________
Signature: ___________________________________________________
Title: _______________________________________________________
Company: ___________________________________________________
Federal EIN: _____________________________________________
Date: _______________________________________________________

Contact Person

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

__________________________________________________________
Contact Name Position

__________________________________________________________
Email

__________________________________________________________
Mailing Address

__________________________________________________________
Phone Fax
APPLICATION SUBMITTAL REQUIREMENTS CHECKLIST – CWE Program

Please provide Checklist with response to RFQ

- Please provide the Submittal Requirements as stated in Section 6. This section provides instruction for the written portion of your proposal. It will be comprised of the following sections:
  - Section 6-A: Letter of Interest
  - Section 6-B: Information Required from Applicants
- Certificate of Good Standing with the City of Flint (If Respondent is a joint venture, a Certificate of Good Standing must be submitted for each entity comprising the joint venture.)
- Evidence of Insurance
- State of Michigan Builders or Alteration and Remodeling Contractor license or a State of Michigan Electrical or Plumbing or Mechanical license
- Any other State License and/or Certification that is deemed necessary (i.e. Lead Supervisor/Worker and LRRP)
- Evidence of Financial Stability
- References (Attachment B) Please Note: Please do not use GCCARD as a reference.
- Capacity of Company (Attachment C)
- MBE/WBE (Attachment D),
- HUD Section 3 letter from the City of Flint
- Conflict of Interest Statement & Supporting Documentation (Attachment E)
- Signature Page
- RFQ Submittal Requirements Checklist

**Some of the submittal requirements are included in the attachments.**
## ATTACHMENT A: GENESEE COUNTY APPLICANT'S INSURANCE CHECKLIST – CWE Program

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td>2. Employers Liability</td>
<td>$100,000 accident/disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 policy limit, disease</td>
</tr>
<tr>
<td>3. General Liability 1,000,000/OCC/AGG</td>
<td>Including Premises/operations</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate</td>
</tr>
<tr>
<td>4. Professional liability</td>
<td>$1,000,000 including errors &amp; omissions</td>
</tr>
<tr>
<td>6. Automobile liability Owed, hired, non-owed</td>
<td>$1,000,000 combined single limit each</td>
</tr>
<tr>
<td></td>
<td>accident-Owned, hired, non-owned</td>
</tr>
<tr>
<td>7. Authority’s and Contractors Protective</td>
<td>$1,000,000 combined single limit each</td>
</tr>
<tr>
<td>8. Genesee County named as an additional insured on other than workers’ compensation via endorsement. A copy of the endorsement must be included with the certificate.</td>
<td></td>
</tr>
<tr>
<td>9. Cancellation notice is to read:</td>
<td>Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.</td>
</tr>
</tbody>
</table>

---

A copy of the insurance certificate with GCCARD (see Application for Request for Qualifications for details) listed as a certificate holder is required and must be attachment to the response to this request for qualifications.

---

**Applicant's Statement**

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

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT B: LIST OF REFERENCES (3) – CWE Program

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: ______________________________

Reference #3:
Company/Municipality: ________________________________

Contact Person: ________________________________ Title: ______________________________

Address: __________________________________________

City: __________________________ State: __________ Zip: __________________________
Telephone: __________________________ Fax: ______________________________
Email: ______________________________

Type of Project: ______________________________

Budget: ______________________________
ATTACHMENT C: CAPACITY & EXPERIENCE – CWE Program

Company Name: ____________________________________________________________

Statement of Experience

Years of Company Experience: _________________________________

Years of Individual Experience: _________________________________

Licenses, Certificates, Accreditations held by firm and/or employees (Provide documentation):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

The qualification of assigned project staff and subcontracts, including:

• Relevant professional and educational experience (Provide documentation on attached sheet)
• Identification of specific staff individuals with experience managing repair projects:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Provide three (3) examples of projects that are similar in nature to projects described in the RFQ.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Demonstration of Capacity

Number of Emergency Repair or Rehabilitation projects completed in a week period:

3  5  7  Other  __________

Number of employees: _______________________

List of equipment (can attach list if need):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Subcontractor

Will you be using a sub-contractor? __________

Sub-contractor Authorized Representative:

Sub-Contractor Years of Experience:

Sub-Contractors License or Certification: ____________________________

____________________________________________________________________________________

Sub-Contractor’s Number of employees: __________

List of equipment (can attach list if need):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Identification of other reasons you have capacity to complete Emergency Repairs described in the scope of work for this project:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this application. I certify that I have read the Scope of Work included in this application.

Signed this ______________ day of ____________________________, __________

________________________________________
(Name of Contractor/ Authorized Representative)

________________________________________
(Signature of Contractor /Authorized Representative)

________________________________________
(Contractor Address)

________________________________________
(Phone) (Email)
ATTACHMENT D: CERTIFICATION FORM OF BUSINESS ENTERPRISE –CWE Program

Company Name: ___________________________________________________________

Business Enterprise Status:

Check all that apply: MBE ______  WBE______  SBE______
LBE ______  DVBE______  OBE______

Ethnicity of Owner(s):

Check all that apply: White______  Black______  Hispanic______
Asian______  Native American______

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this ______ day of _____________________________, ____________

________________________________________
Contractor Name (please print)

________________________________________
Contractor Signature

(See next page for explanation)
Explanation of Business Enterprise Status

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Genesee County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following: 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California, 2) one or more disabled veterans own 51% percent of the firm, 3) the management and control of the daily business operations are by one or more disabled veterans, and 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.
ATTACHMENT E: CONFLICT OF INTEREST / NON-COLLUSION AFFIDAVIT – CWE Program

State of __________________________:

S.S.

County of __________________________:

I, ____________________________________________ of __________________________

(Name of Company/Firm)

And that I am authorized to make this affidavit on behalf of my firm, its owner, directors and officers. I am the person responsible in my firm for the price(s) and the amount of the bid. I state:

1. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person in this type of business prior to the official opening of this proposal.

2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.

3. ____________________________________________, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4. This company, corporation, firm, partnership or individual is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or form certifies that there is no conflict of interest with any public official, employee, agency, commission, or committee with the GCCARDA.
I state that ____________________________ understands and

(Name of my Company/Firm)

Acknowledges that the above representations are material and important, and will be relied on by the GCCARD Authority in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatements in this affidavit is and shall be treated as fraudulent concealment from the GCCARD Authority of the true facts relating to the submission bids for this contract.

**SIGNATURE SECTION**

_______________________________  ________________________________

(Signature)  (Title)

_______________________________  ________________________________

(Company Name)  (Street / P. O. Box)

_______________________________  ________________________________

(Company Telephone Number)  (City)  (State)  (Zip)

**NOTARIZATION SECTION**

Subscribed and sworn to before me this _______ Day of ______________, 20____

_______________________________  ________________________________

Notary Public Signature  My Commission Expires:
ATTACHMENT F: ADDITIONAL PROGRAM INFORMATION – CWE Program

1. Equal Opportunity Clause (Executive Order 11246)

2. Section 3 Clause and City of Flint Section 3 Program Information
   1. Certification for Resident Seeking Section 3 Training and Employment
   2. Mott Workforce Development Contact Information Sheet
   3. Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity
   4. Section 3 - Employment Roster
   5. Section 3 - Reporting form (Program requirement regardless of contractors Section 3 status, all contractors must fill out this form with payment requests)


4. City of Flint R-12 Prevailing Wage Policy

5. Good Standing Certification Form

6. Blank Construction Contract for use with the City Wide Emergency Repair Program

7. Updated FY14 HUD Income Limit Summary
"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, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include 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 No. 11246 of Sept. 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 contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity

Name of Business ___________________________ Phone and Fax Number ________________

Address ___________________________ City _______ Zip ____________

Type of Business: Corporation Partnership Sole Proprietorship
Type of Business Activity: __________________________________________

Please attach the following documentation as evidence of status:
For all business entities (as applicable): (Submit at least one)
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of owners/stockholders and ☐ Corporation Annual Report
51% ownership of each ☐ Latest Board minutes appointing officers
☐ Organization chart with names and titles ☐ Additional documentation
and brief function statement

Submit Documentation for (1, 2 or 3)
1. For business claiming status as a Section 3 resident-owned enterprise:
   ○ Mott Community College Workforce Development Certification for Section 3 Residents (at least 51% of the business owners)

2. For Business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:
   ☐ List of subcontracted Section 3 business(es) and contract/agreement documentation of subcontract amount
   ☐ Mott Community College Workforce Development Section 3 certification & all supporting documentation for each subcontracted Section 3 Business

3. For business claiming Section 3 status by claiming at least 30 percent of their full time, permanent workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
   ☐ List of all current full time employees
   ☐ List of employees claiming Section 3 status
   ○ Mott Community College Workforce Development Certification for Section 3 Residents (at least 30% of all current full-time employees) with supporting documentation showing Section 3 status immediately prior to the date of first hire

For all business entities: (Submit documentation for all three)
Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
☐ Current audited financial statement or most recent Income Tax Return
☐ Statement of ability to comply with public policy related to government funding (federal, state or city work experience) evidenced by providing a copies of contracts for the past two years
☐ List of owned equipment

__________________________________________
Authorized Name, Title and Signature

Date __________________________

Please submit documentation of the following items to Dept. of Community and Economic Development, 1101 S. Saginaw St., North Building Flint, Michigan 48502, takinson@cityofflint.com or fax to 810-766-7315. Direct any questions to 810-766-7436.

Section 3 Status is: Local (City of Flint) and Low Income based on current HUD Income Limits
Flint, MI MSA
MFI: $52,100

<table>
<thead>
<tr>
<th>FY 2013 Income Limits for 30% of HUD Area Median Income</th>
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<td>1 person household</td>
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<td>$11,700</td>
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<th>FY 2013 Income Limits for 50% of HUD Area Median Income</th>
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<td>1 person household</td>
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<th>FY 2013 Income Limits for 80% of HUD Area Median Income</th>
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<tr>
<td>1 person household</td>
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<tr>
<td>$31,100</td>
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</table>
Open Enrollment
Monday – Thursday ONLY
Arrive 15 minutes early
Intake is at 9AM-or-1PM
Must be on time!!
Intake is 3-31/2 hours
No children PLEASE!

(810) 232-2555

Mott Community College (MDD) – Workforce & Career Development Department offers several programs through the Federal Workforce Investment Act (WIA). The objective of these programs is to assist adults who are seeking employment or skill improvements as a path to better employment.

Adult Worker Program – Available to any adult 18 years or older. Dislocated Worker Program – Available to any adult 18 years or older who has been terminated, laid off or has exhausted their unemployment compensation. Incumbent Worker Program – Available for any adult who is currently employed and wants to improve their skills in computers, basic math, grammar or reading. This program can also be utilized by employers interested in customized training for their current workforce.

Each program offers three levels of service: staff-assisted core, intensive and training services. Participants are involved in activities such as Individual Job Development, Advanced Job Club, Advanced Screened Referrals and Follow-Up Services, which are tailored to meet individual needs. Supportive Services may be available on a limited basis, to those who qualify for the purpose of enabling the successful participation and completion of program services.

To take advantage of these program opportunities, individuals must register with and receive core services from the Employment Services Office; complete the WIA Registration process and meet the program eligibility and documentation requirements.

The following documentation will be needed at the time of your appointment as it applies to your situation:

- Career Alliance Referral Forms from Employment Services (located in the basement of Career Alliance)
- Valid Driver’s License or State ID
- Social Security Card
- Birth Certificate (If no valid ID)
- Adult Workers (Proof of Family Size & Proof of Income – Most Recent Check Stub)
- Most Recent Tax Return (To Verify Family Size)
- Dislocated Workers (Most Current UA Check Stub UA Determination Notice)
- Letter of dismissal from last employer – if applicable
- Medical Cards / Bridge Card
- DHS Statement of Income
- SSI / SSD Statement of Income
- Copy of WorkKeys assessment results
- DD-214 Military Transfer/Discharge Paper

We look forward to working with you soon!

Mott Community College Workforce Education Center/Garfield G. Wagner, Jr. Building
709 N. Saginaw Street, Flint, MI 48503 Phone: (810) 232-2555
City of Flint Housing Administration Division
SECTION 3 DEVELOPER/SUBGRANTEE EMPLOYMENT ROSTER

Contractor Name: ______________________ Contact Person: ______________ Telephone: ________ Fax: ____________

Project Name: ______________________ Contact Number: ______________ Reporting Period: ____________

Please list all current full time, permanent employees on your project – identify Section 3 Certified employees

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Starting Date</th>
<th>Ending Date</th>
<th>Position</th>
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Construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a)

Signature ______________________ Date: _____________
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<tr>
<th>Job Category</th>
<th>Hours Worked by Existing Staff</th>
<th>Number of Non-Section 3 New Hires</th>
<th>Hours Worked by Non-Section 3 New Hires</th>
<th>Number of New Hires that are Section 3 Residents</th>
<th>Hours Worked by New Hire Section 3 Residents</th>
<th>Number of Section 3 Trainees</th>
<th>Hours Worked by Section 3 Trainees</th>
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Submitted by
Signature

Print Name

Date

Section 3 Contractor Timesheet

RFQ CWE Program
31 of 59
WHEREAS, it is in the best interests of the people of the City of Flint that the construction work performed on its property, with its money and for the benefit of its citizens, be done by contractors and subcontractors who pay prevailing wages and fringe benefits.

NOW, THEREFORE, BE IT RESOLVED, by this City Council that:

1. Every Contract, as defined herein, entered into by the City of Flint or with its contracting agent must contain the following express covenants:
   
   (a) The rates of wages and fringe benefits paid to each construction mechanic employed by the contractor and any subcontractor, who furnishes labor on the project which is the subject of this contract, shall be not less than the prevailing wages and fringe benefits for such labor in the City of Flint.

   (b) The contractor and any subcontractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, sex or age during the term of this contract.

2. Every contract executed between the City of Flint, or its contracting agent, and a successful bidder as Contractor, which Contract requires or involves the employment of construction mechanics, and which is financed in whole or in part by the City, shall contain a wage and fringe benefits schedule for each class of construction mechanic called for by the contract, which respective wage and fringe benefits schedule shall be, at least, the prevailing wage and fringe benefits rates paid to that class of construction mechanics.
in the City of Flint as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers. Such agreements or understandings, to meet the requirements of this paragraph, shall not be controlled in any way by either an employee or employer organization. Each schedule of prevailing rates of wages and fringe benefits shall be made a part of the specifications for the work, to be performed.

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

4. If the contractor or subcontractor violates or is in breach of either covenant set forth in paragraph 1 above, the Purchasing Agent, or the contracting agent, if any, shall proceed to enforce said covenant in accordance with the terms of the contract and/or by seeking any remedy authorized by state law.

5. Any construction mechanic of a contractor under contract with the City of Flint, or its contracting agent, or a construction mechanic of a subcontractor of such contractor, or any bona fide organization representing construction mechanics, may file a written complaint with the Purchasing Agent of the City of Flint, or its contracting agent, if any, challenging the compliance by the contractor or subcontractor with the covenants of paragraph 1. The Purchasing Agent or contracting agent shall then conduct an investigation to determine whether to proceed as provided in paragraph 4 above.

6. In addition to any other lawful remedy, any contractor or subcontractor
found by a court of competent jurisdiction to be in violation of this resolu-
tion and/or in breach of the covenants of a contract with the City of Flint or
its contracting agent shall be subject to the provisions of Section 18-21.1(J)
of the Flint City Code.

7. As used herein,

(a) "Contracting Agent" means any officer, board, commission, department,
agency, or organization authorized to enter into a contract by or on behalf of
the City of Flint.

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

(c) "Construction Mechanic" means any skilled or unskilled mechanic,
laborer, worker, helper, assistant, apprentice or driver, but shall not include
executive administrative, professional, office employees, and shall not include
City of Flint employees who are working pursuant to a collective bargaining
agreement between said city and a bonafide labor organization.

8. Contracts which contain provisions requiring the payment of prevailing
wages as determined by the United States Secretary of Labor pursuant to the
Federal Davis-Bacon Act (United States Code, title 40, Section 276a et seq.)
or which contain provisions requiring the payment of prevailing wages as deter-
mined by the Michigan Department of Labor pursuant to 1965 PA 166, as amended,
being MCL 408.551 et seq., are exempt from the provisions of this resolution.

9. Any lease of property owned by the City of Flint shall include a provi-

decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such property shall be considered work on public buildings, work, bridges, highways or roads within the meaning of paragraph 7(b) of this resolution and that the lessee or sub-lessee will be bound by the provisions of this resolution.

10. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this ordinance.

11. The City of Flint Purchasing Agent, the City of Flint Finance Director and the City of Flint Affirmative Action Officer are hereby authorized to effectuate this resolution on behalf of the City of Flint within their respective spheres of responsibility.

12. The City of Flint Clerk is hereby directed to forward to each City of Flint Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of same.

APPROVED AS TO FORM:

[Signature]
Raymond J. Branch,
Deputy Chief Legal Officer

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

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

2. Withholding. HUD or its designee shall upon its own
action or upon written request of an authorized
representative of the Department of Labor withhold or
cause to be withheld from the contractor under this
contract or any other Federal contract with the same prime
contractor, or any other Federally-assisted contract
subject to Davis-Bacon prevailing wage requirements,
which is held by the same prime contractor so much of the
accrued payments or advances as may be considered
necessary to pay laborers and mechanics, including
apprentices, trainees and helpers, employed by the
contractor or any subcontractor the full amount of wages
required by the contract in the event of failure to pay any
laborer or mechanic, including any apprentice, trainee or
helper, employed or working on the site of the work, all or
part of the wages required by the contract, HUD or its
designee may, after written notice to the contractor,
sponsor, applicant, or owner, take such action as may be
necessary to cause the suspension of any further
payment, advance, or guarantee of funds until such
violations have ceased. HUD or its designee may, after
written notice to the contractor, disburse such amounts
withheld for and on account of the contractor or
subcontractor to the respective employees to whom they
are due. The Comptroller General shall make such
disbursements in the case of direct Davis-Bacon Act
contracts.

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

(ii) (a) The contractor shall submit weekly for each week
in which any contract work is performed a copy of all
payrolls to HUD or its designee if the agency is a party to
the contract, but if the agency is not such a party, the
contractor will submit the payrolls to the applicant
sponsor, or owner, as the case may be, for transmission to
HUD or its designee. The payrolls submitted shall set out
accurately and completely all of the information required
to be maintained under 29 CFR 5.5(a)(3)(i) except that full
social security numbers and home addresses shall not be
included on weekly transmittals. Instead the payrolls shall
only need to include an individually identifying number for
each employee (e.g., the last four digits of the employee’s
social security number). The required weekly payroll
information may be submitted in any form desired.
Optional Form WH-347 is available for this purpose from the
Wage and Hour Division Web site at
http://www.dol.gov/esa/whd/forms/wh347instr.htm or its
successor site. The prime contractor is responsible for
the submission of copies of payrolls by all subcontractors.
Contractors and subcontractors shall maintain the full
social security number and current address of each
covered worker, and shall provide them upon request to
HUD or its designee if the agency is a party to the
contract, but if the agency is not such a party, the
contractor will submit the payrolls to the applicant
sponsor, or owner, as the case may be, for transmission to
HUD or its designee, the contractor, or the Wage and Hour
Division of the Department of Labor for purposes of an
investigation or audit of compliance with prevailing wage
requirements. It is not a violation of this subparagraph for
a prime contractor to require a subcontractor to provide
addresses and social security numbers to the prime
contractor for its own records, without weekly submission
to HUD or its designee. (Approved by the Office of
Management and Budget under OMB Control Number
1215-0149.)

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

(1) That the payroll for the payroll period contains the
information required to be provided under 29 CFR 5.5
(a)(3)(ii), the appropriate information is being maintained
under 29 CFR 5.5(a)(3)(i), and that such information is
correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utter or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

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

APPLICANT NAME: ________________________________

HOME ADDRESS: ________________________________

DBA: ________________________________

BUSINESS ADDRESS: ________________________________

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

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

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

<table>
<thead>
<tr>
<th>Division</th>
<th>Current</th>
<th>Delinquent</th>
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<tr>
<td>WATER DIV.</td>
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<td>PROPERTY TAXES DIV.</td>
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<td>INCOME TAX DIV.</td>
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<td>ENFORCEMENT</td>
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This section to be completed by the Department of Community and Economic Development

DCED/EDC: CURRENT DElinquent N/A
(108 Loans, EDC loans, mortgage repayments, etc)

/___________________________
City of Flint DCED Representative and Date

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

_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________

/___________________________  /___________________________
DCED Staff Person and Date  City of Flint Customer Serv. Representative and Date
CONSTRUCTION CONTRACT FOR USE WITH THE
GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT
CITY WIDE EMERGENCY REPAIR PROGRAM

1. **THIS AGREEMENT IS BETWEEN** GENESEE COUNTY, through its Genesee County Community Action Resource Department’s City Wide Emergency Repair Program, hereinafter called the County, and the Contractor identified below, herein after called the Contractor.
   a. Contractor name -
   b. Contractor address -
   c. Contractor phone number -
   d. Contractor email address -

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

3. **HOLD HARMLESS:** The Contractor will defend, indemnify, and hold harmless the Homeowner and the County, its officers, commissioners, and employees from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor’s operations under this contract.

4. **PERFORMANCE MEASUREMENTS:** The Contractor agrees to comply with all elements of performance measurement systems as described in the March 7, 2006 Federal Register “Notice on the Outcome Performance Measurement System for Community Planning and Development’s Formula Grant Programs”.

5. **APPLICABLE LAW:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state. Notwithstanding any term or condition of this Agreement to the contrary, it is understood by all the parties hereto that nothing in this Agreement will relieve any of the parties from adherence to applicable federal, state, and local laws and regulations.
6. **ARBITRATION:** The Contractor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor’s agreement to arbitrate shall be specifically enforceable. Contractor’s obligation to submit disputes to arbitration shall include the following provisions:

a.) Notice of demand for arbitration must be submitted to the County in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or questions. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claims, dispute or other matters in questions would be barred by the applicable statute of limitation.

b.) Within fourteen (14) days from the date demand for arbitration is received by the County, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred on by a majority of the three shall be a final binding decision.

c.) The final decision rendered by said arbitrator shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.

d.) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

7. **CERTIFICATION, LICENSING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITIES:** The Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of federal contracts by any Federal agency. The Contractor may not continue to perform or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor’s contractual relationship with the County.

Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to
indemnify and hold harmless the County for any costs, damages, or disallowances resulting from the contractor’s breach of this provision.

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

**Residents of the City:**
At a rate equal to one per cent (1%) of all compensation paid to the employee who is a resident of the City of Flint.

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

9. **COMPLIANCE:** The Contractor agrees to comply with all applicable federal requirements of Title 24 Code of Federal Regulations (CFR, part 570 of the Housing and Urban Development, state and local laws and all other regulations governing the funds provided under this contract.

10. **INSURANCE/WORKER’S COMPENSATION:** The Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the County. Policies shall be reviewed by the County for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the County. The Contractor shall maintain the following insurance coverage for the duration of the contract.

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

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

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

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

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

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

11. LAWS AND ORDINANCES: The Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan,
Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

12. **NON-ASSIGNABILITY:** The Contractor shall not assign or transfer any interest in this contract without the prior written consent of the County provided, however, that claims for money due or to become due to Contractor from the County under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **NON-DISCLOSURE/CONFIDENTIALITY:** The Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the County and that the Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the County or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.

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

14. **R-12 Prevailing Wages and Union Compliance:** The Contractor is aware of City of Flint Resolution #R-12 dated April 8, 1991, which is hereby incorporated by reference, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution which is attached hereto.

15. **WAIVER:** Failure of the County to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right deemed a waiver or relinquishment of those terms, covenants, or conditions at any other time.

16. **DOCUMENTATION AND RECORD KEEPING:** The Contractor shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

2) Retention (In accordance to OMB Circular A-110, Section 53) – The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for six (6) years after final disposition of such property. Records for any displaced person must be kept for six (6) years after final payment. (24 CFR 85.36(I)(11))

17. LIEN WAIVER: Final payment shall not be due until the Contractor has delivered to the County complete release of all liens arising out of this contract or a sworn statement in full covering all labor and materials for which a lien could be filed.

18. GENERAL GUARANTY: The Contractor shall promptly remedy any defect due to faulty materials and/or workmanship and pay for any consequential damage resulting there from which shall appear within the period of one year from final payment. Further, Contractor will furnish Homeowner with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under this contract, before final payment is made.

19. PERMITS AND CODES: The Contractor will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and/or drawings for the work.

20. CHANGES IN THE WORK: No modification of this contract shall be made except by written instrument, signed by both the Contractor and the County.

21. RESPONSIBILITY FOR THOSE PERFORMING: The Contractor shall be responsible to the Homeowner for the acts and omissions of all his employees and subcontractors, their agents and employees, and all other persons performing any work under a contract for the Contractor. The Contractor shall enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him. The Contractor and all of the Contractor’s employees shall not use, consume, sell, provide, or be under the influence of alcohol or any other controlled substance, except as authorized by a prescription from a licensed medical doctor, while present at the worksite or while performing any of the work.
22. **OFFICIAL INSPECTIONS:** The contractor agrees that both the County and the U.S. Department of Housing and Urban Development, or their respective agents, together or separately, shall have the right to inspect the premises upon reasonable notification and further promises and agrees to permit the County and U.S. Department of Housing and Urban Development, during the course of said periodic inspections to take photographs for publicity and record purposes.

23. **WARRANTY:** The Contractor warrants to the Homeowner and the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be good quality, free from faults and defects and in conformance with the contract documents, including the proposal, bid, and work specifications. All work not so conforming to these standards may be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

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

26. **CLEAN UP:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by performance of the work. At the completion of work, he shall remove all his waste materials and rubbish from and about the project, as well as his tools, construction equipment, machinery and surplus materials, and shall leave the work area “broom-clean” or its equivalent, except as otherwise specified. All materials and equipment that has been removed and replaced as part of the work shall become the property of the contractor unless otherwise stated.

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

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

   a. An affidavit that all bills for material and equipment and other indebtedness connected with the work for which the Homeowner of this property might in any way be responsible, have been paid or otherwise satisfied.
   b. Consent of surety, if any, to final payment.
   c. If required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the County.

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

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

   a. Defective work not remedied.
   b. Reasonable indication that the work will not be completed within the contract time.
   c. Unsatisfactory prosecution of the work by the Contractor.
   d. Unpaid subcontractors and material suppliers.
   e. Evidence of insolvency on the part of the Contractor.

30. **THE ACCEPTANCE OF THE FINAL PAYMENT:** Acceptance of final payment shall constitute a waiver of all claims by the contractor except those previously made in writing and still unsettled.

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

32. **PERSONNEL AND PARTICIPANT CONDITIONS:** During the performance of
this contract the Contractor agrees to the following:

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

**B. Nondiscrimination --** The Contractor shall not discriminate against any
employee or applicant for employment with respect to hiring or tenure;
terms, conditions, or privileges of employment or any matter directly or
indirectly related to employment because of race, color, creed, religion,
ancestry, national origin, age, sex, height, weight, disability or other physical
impairment, marital status, or status with regard to public assistance.

The Contractor will take Federally Regulated affirmative action to insure that
all employment practices are free from such discrimination. The Contractor
agrees to post in conspicuous places, available to employees and applicants
for employment, notices to be provided by the contracting agency setting
forth the provisions of this nondiscrimination clause.

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

- a. Fair Housing Act (42 U.S.C. 3601 et seq) and implementing
  regulations at 24 CFR part 100
- b. Executive Order 11063 and implementing regulations at 24 CFR Part
  107
- c. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and
  implementing regulation at 24 CFR Part 1
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and
  implementing regulations at 24 CFR Par 146
- e. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and
  implementing regulations at 24 CFR Part 8
f. Executive Order 11246 and the regulations issued at 41 CFR Chapter 60;
g. Executive Orders 11625, 12432, and 12138

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

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

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

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

No funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States, the legislature of the State of Michigan, or any local legislative body unless such use of funds is authorized in writing by the City.

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

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

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

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

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

H. Copeland “Anti-Kickback” Act (U.S.C. 874): The Contractor shall comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or public Work Financed in Whole or in Part by Loans or Grants from the United States.) The Act provides that contractors or subcontractors shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations must be reported to HUD.

I. Davis-Bacon Act (40 U.S.C. 276A-7): The Contractor shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the
Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. All suspected or reported violations must be reported to HUD.

J. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): The Contractor shall comply with the Contract Work Hours and Safety Act, as supplemented by Department of Labor regulations (29 CFR Part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act also provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor shall maintain documentation, which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the County for review upon request.

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

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

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

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

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

3) **Subcontracts** -- The Contractor will include this Section 3 clause in every subcontract and will take appropriate action upon finding that the Contractor is in violation of regulations issued by the County. The Contractor will not subcontract with any Contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
L. Lobbying – The Contractor hereby certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

iii. It will require that the language of paragraph (d) of this certification be included the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly; and

iv. Lobbying Certification -- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

M. Environmental Conditions: The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 1738, and Environmental Protection Agency regulations (40 CFR Part 15).

The Contractor agrees to comply with the following regulations as they apply to the performance of this contract:
i. **Clean Air Act, 42 U.S.C., 1857, et seq.** -- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

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

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


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

The Contractor also agrees to comply with the provision of the City of Flint’s Ordinance governing Historical properties and the City of Flint’s Environmental Standard Operating Procedures.

v. **Energy Efficiency Standards (24 CFR 85.36(I)(13))** -- The Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871
**N. Debarment and Suspension (E.O. 12549 AND 12689)** -- No contract shall be made to parties listed on the General Services Administration List of Parties Excluded from Federal Procurement of Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, Debarment and Suspension. This list contains parties debarred, suspended, or otherwise excludes by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 13549.

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

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

34. **CONTRACT:** This contract consists of the general conditions as outlined in above and the specifications of the work to be completed as shown on Schedule A, attached hereto.

35. **NOTICE TO PROCEED AND TIME FOR COMPLETION:** Upon acceptance of this contract the work will be started within 30 days and work will be completed within 45 calendar days thereafter. When the work has been fully completed, approved by the County and accepted by the Homeowner and all waivers and releases of liens required by the contract are submitted, final payment shall be made.

36. **CONTRACTORS FEE:** The Contractor agrees to furnish all work, material and labor to complete the work as shown on the work write-up (attached Schedule A) and in accordance with all contractual conditions, for the total sum of $__________________.
ACCEPTANCE BY PARTIES:

___________________________________  _____________________
Contractor: Date:

_____________________________________________________________
Business Name

_____________________________________________________________
Business Address

_____________________________________________________________
City/State/Zip

_____________________________________________________________
Business Phone                    CELL Phone

State Contractors

_____________________________________________________________
License Number                     Expiration Date

ON BEHALF OF GENESEE COUNTY

___________________________________  _____________________
By: Date

Title:
**FY 2014 Income Limits Summary**

<table>
<thead>
<tr>
<th>FY 2014 Income Limit Area</th>
<th>Median Income</th>
<th>FY 2014 Income Limit Category</th>
<th>Persons in Family</th>
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</tbody>
</table>

**NOTE:** Flint, MI MSA contains Genesee County, MI.

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

Income Limit areas are based on FY 2014 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2014 Fair Market Rent documentation system.

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

[FY2013 Median Family Income and Income Limits for Flint, MI MSA](http://www.huduser.org/portal/datasets/il/il2014/2014summary.odn)

Select any FY2014 HUD Metropolitan FMR Area's Income Limits:

- Flint, MI MSA

[Select HMFA Income Limits Area](http://www.huduser.org/portal/datasets/il/il2014/2014summary.odn)