



REQUEST FOR ESTIMATES FOR DEMOLITION SERVICES

The City of Niles
Issue Date: May 12, 2017
Responses Due: May 30, 12:00pm EST

Community Development
Sanya Phillips, Director
333 N. 2nd St
Niles, Michigan 49120
phone: 269.683.4700 ext 3020
email: communitydevelopment@nilesmi.org
www.ci.niles.mi.us

Estimates must be addressed to the Niles City Clerk, sealed and specifically marked on the outside of the envelope “*Sealed Bid for 2017 Demolition Project Due May 30, 2017*”. Estimates will be accepted at City Hall until opened publicly by the City Clerk on Tuesday May 30, 2017 at 10:00am EST. Faxed and/or emailed proposals will not be accepted. Unsealed proposals or incorrectly marked proposals will not be accepted.

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BACKGROUND

The City of Niles seeks a qualified company to demolish the structure located at 707 N 6th Street in Niles, MI. The Niles City Council has budgeted a total of \$10,000 for the project using funds that have been allocated from the City's Community Development Block Grant Program, which is federally funded and subject to all applicable rules, regulations and practices as defined by Title I of the Housing and Community Development Act of 1974, as amended. The intent of this RFE is to have the firms under consideration specifically address the services required and provide us with a well-considered request for those services. Deadline for submissions is 12:00pm EST, Tuesday, May 30, 2017.

RESPONSE FORMAT:

- Responses to this RFE must be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery.
- All notices and other written communications under this RFE should be addressed to the individual in the capacity indicated below, unless otherwise modified by subsequent written notice. Proposals must be addressed to the Niles City Clerk, sealed and specifically marked on the outside of the envelope "Sealed Estimate for the Demolition of 707 N 6th St.". Estimates will be accepted at City Hall until they are opened publicly by the City Clerk on Friday April 21, 2017 at 10:00am EST. Faxed and/or emailed estimates will not be accepted. Unsealed estimates or incorrectly marked proposals will not be accepted.

- Communication and details concerning this RFE shall be directed to the following contract representative:

City of Niles
Sanya Vitale, Community Development Director
333 N. 2nd St
Niles, Michigan 49120
phone: 269.683.4700 extension 3020
email: communitydevelopment@nilesmi.org
www.ci.niles.mi.us

RFE RESPONSE ITEMS- INSTRUCTIONS FOR ESTIMATES

The work to be done under this contract includes the furnishing of all labor, materials, equipment and tools necessary for the demolition work in accordance with the plans and specifications.

All work is strictly subject to **City of Niles Demolition Ordinance (Ordinance No. 458)**. A copy of Ordinance No. 458 is available from the City Clerk, the Building Official and/or by request.

EXISTING SITE CONDITIONS

It is required that each estimator will examine the specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he/she will obtain firsthand information concerning environmental conditions that may affect his/her work.

BASIS UPON WHICH ESTIMATES ARE SOLICITED

Estimates are solicited for the proposed demolition as shown on the plans or described in the specifications. The basis on which estimates will be received will be that of lump sum price for the work described in the Form of Estimate.

ARBITRATION OF DISPUTES

If there is a dispute between the City and the Contractor regarding the question of whether the Contractor has completed the specified work satisfactorily and/or whether the Contractor has certain payments due that cannot be resolved between the City and Contractor, the dispute shall be resolved through arbitration. An Arbitration Board of three members shall be selected. The City shall select one and the Contractor shall select one. The third arbitrator shall be selected by the mutual agreement of the two arbitrators selected by the City and the Contractor. The decision of the Arbitration Board shall be binding on both the City and the Contractor.

The City shall bear the cost of the arbitrator, which it selected. The Contractor shall bear the cost of the arbitrator, which he/she selected. The cost of the third arbitrator and all other expenses shall be borne equally by the City and the Contractor.

FORM OF ESTIMATE

All estimates must be made and signed by the estimator on the forms attached hereto.

All prices stated in the estimate must be plainly written in legible figures. Illegibility of any figures in the estimate will be sufficient cause for rejection of the estimate by the City.

Each estimate must be addressed to the Niles Fire Chief, Niles, Michigan, and labeled on the outside **"Estimate for Demolition of the Residential Structure at 707 N 6th Street in Niles, MI."**

CONFORMITY TO ORDINANCE, PLANS, AND/OR SPECIFICATIONS

Estimates must be made in full conformity to all the conditions as set forth in the **City of Niles Demolition Ordinance (Ordinance No. 458)**; as well as all applicable Local, State, and Federal laws. A copy of the Demolition Ordinance can be obtained at City Hall and/or the Building Safety Division.

WRITTEN OR ORAL EXPLANATIONS

Should an estimator find discrepancies in or omission from these documents, plans or specifications, or should he/she be in doubt as to their meaning; he/she may at once notify the City Building Official, and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The City Building Official will thereupon send written instructions in an addendum to all estimators. The City will not be responsible for any oral instruction in connection with these instructions.

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and the City of Niles has approved such insurance, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

- a. **Compensation Insurance**: The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project and in case any work is sublet the contract shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees who engage are covered by protection afforded by the Contractor. In case any class of employees who engage in hazardous work under this contract at the site of the project is not protected under workmen's compensation statute, the contractor shall provide and shall cause

each sub-contractor to provide adequate insurance coverage for the protection of its employees not otherwise protected.

- b. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:
1. Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.
 2. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each occurrence for injuries, including accidental death to any person, and property Damage Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence.
 3. The Contractor shall furnish the City of Niles with satisfactory proof of carriage of the insurance required and the City of Niles shall be listed as an additional insured on the policy

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work. Provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom. Which is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly employed by them or by anyone for those acts any of them may be liable regardless of whether or not it's caused in part by a party indemnified hereunder.

PROTECTION OF WORK

The Contractor shall assume full responsibility for safeguarding and protection of all buildings, monuments, fences, poles, public sidewalks, and other structures which may occur near his work, or in any way may be affected by any of his work under this contract, except as otherwise specifically stated in the contract specifications.

The Contractor shall adhere to all Environmental and Safety requirements spelled out in the City of Niles' Demolition Ordinance (Ordinance No. 458).

RIGHT TO ACCEPT, TO REJECT AND TO WAIVE DEFECTS

The City reserves the right to accept any estimate, or reject any or all estimates, and to waive defects or irregularities in any estimate. In particular, any alteration, erasure, or interlineation in the contract documents which are attached hereto and specifically made a part of these instructions and of the form of estimate, shall render the accompanying estimate irregular and subject to rejection by the City.

AWARD OF CONTRACT

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the estimator to whom the City contemplates awarding the contract by the Building Safety Division of the City of Niles.

WITHDRAWAL OF ESTIMATES

No estimator may withdraw his/her estimate after receipt by the Building Safety Division for a period of 30 days.

CONTRACT PERIOD

The contract period shall commence as soon as possible after award of contract and signing and submittal of all documents and be completed no later than 30 days after the award of the contract.

SAFETY

The Contractor shall follow safe work practices throughout the duration of the entire project. The Contractor maintains that he/she shall be liable for all accidents and damages occasioned in any way by his/her acts or neglect, or by the acts of neglect of his/her Sub-Contractor's, agents, employees or workmen. The Contractor shall use safety devices, which are approved by the Michigan Department of Occupational Health and Safety. The Contractor shall comply with all of the current laws, rules and regulations of the Michigan Occupational Health and Safety Act.

The Contractor shall adhere to all Environmental and Safety requirements spelled out in the City of Niles' Demolition Ordinance (Ordinance No. 458).

SPECIFICATIONS: DEMOLITION OF RESIDENTIAL STRUCTURE(S)

SCOPE OF WORK

This work shall include the furnishing of all labor, materials, equipment, tools, permits, cost of insurance, disposal costs, and other related costs for the complete demolition of residential structures located in Niles, MI., in accordance with the obvious intent of the contract documents and described as follows:

Demolition Address: 707 N 6th., Niles MI 49120
PROPERTY NUMBER (71-4610-0032-00-2)

DEMOLITION REQUIREMENTS

Demolition must strictly adhere to the City of Niles', Demolition Ordinance (Ordinance No. 458). Demolition shall include the removal of the entire building including all walls and floors, retaining walls, chimneys, cisterns, foundations, basements including walls and floors, billboards/signs, antennas, trash, rubble, sign posts, slabs, etc. and items which may now be remaining in the structure but not limited to supplies, equipment, appliances and heating, electrical and plumbing equipment. The project will also include the removal of the garage, fencing associated with the property and any debris located on the property. Work shall include the sealing of all sewer floor drains. All excavated areas shall be filled with clean granular fill material, compacted at one (1) foot intervals up to a point 3 inches below the adjoining ground elevation. Excavated and other disturbed areas shall be top soiled (3"), seeded with perennial grasses and mulched.

Prior to backfilling, the Contractor shall notify the City of Niles Building Official to verify that all requirements for demolition have been met.

All demolition and removal shall be performed by laborers skilled in this type of work, in an orderly, neat and quiet manner so as to cause the least amount of inconvenience, noise, dust, or other objectionable conditions. The Contractor shall conduct the demolition work to insure the least obstruction to traffic. Barricades, lights, warning signs and other safety features as required for the protection of the public, adjacent buildings and adjacent property shall be provided by the Contractor. Any traffic obstruction shall be coordinated with and approved prior to commencement by the Police Department and the Department of Public Works.

DISCONNECTING/ABANDONING UTILITY LINES

All storm and sanitary leads, laterals and connections shall be disconnected at a point no greater than ten (10) feet behind the right of way line. The pipes shall be cut clean and capped with a neoprene rubber cap and stainless steel clamp as manufactured by Fernco or approved equal. Each capped line shall not be covered until approved by the Department of Public Works. Sidewalk removal/replacement to facilitate plugging, disconnecting or capping of utility lines shall be included in the cost of building demolition and shall not a separate pay item.

The Contractor shall disconnect all water service leads to the structure at the curb stop. The curb stop shall be turned to the "off" position. The services shall not be covered until approved by the City Utilities Department.

Disconnection/abandonment of Gas, Telephone, Cable Television and other utilities may be necessary as well and shall be the responsibility of the Contractor to contact the appropriate utility.

HAULING ROUTES AND DISPOSAL SITES

Haul routes shall be approved in advanced by the City of Niles Department of Public Works. The disposal of all rubbish and waste material will be made in legally designated disposal areas where such type of disposal is sanctioned and all disposal fees shall be paid by the Contractor. The Contractor shall be responsible for keeping streets clean, free of dirt and debris caused by demolition and hauling. ALL LOADS MUST BE COVERED. Contractor shall present with his billing copies of landfill receipts, receipts from licensed waste hauler or such other documentation as may be required. Final approval of the work will not be given until such documentation is provided.

UTILITY LOCATIONS

The Contractor shall assume full responsibility for the safeguarding and protection of all underground utilities which may occur near to his work, or in any way be effected by any of his work under this contract, except as otherwise specifically stated in the contract or specifications. It shall also be the Contractor's responsibility to contact "Miss Dig", phone 1-800-482-7171 or **811**, at least seventy-two (72) hours prior to doing any excavation work. The Contractor shall be responsible for ascertaining the locations of any active utilities traversing the project site and preserve and protect them in operating condition. The Contractor shall protect property including but not limited to manholes, catch basins, valve boxes, line poles, end poles and guys, vaults, meters, pedestals and other appurtenances. The Contractor shall be responsible for the repair of any such utility.

PERMITS

The Contractor shall be responsible for securing any necessary permits and the costs for permits shall be included in the estimate amount.

PAYMENT FOR WORK

Payment will be made for this demolition project upon 100% completion of the work. Upon completion of the work, Contractor shall submit an invoice to the Office of the Building Safety Division a minimum of ten (10) days prior to the next scheduled Niles City Council meeting. Council meetings are normally held on the second and fourth Mondays of each month. Accompanying the invoice shall be a notarized statement that all materials, labor and other costs related to this work have been fully paid for.

ESTIMATE TO THE CITY OF NILES, MICHIGAN

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Estimate, Specifications and Plans (location of plans), hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the bituminous concrete and related work in the City of Niles, all in accordance with the specifications as prepared by (insert information), at and for the following named unit prices to wit:

PROPERTY NUMBER (71-4610-0032-00-2)

Location: 707 N 6th St., Niles MI 49120

Quantity: 1

Total Price: _____

Estimators Comments or Exceptions:

Anticipated Completion Date (**NOTE: Completion date is a critical component of the project**):

List All Sub-Contractors

Name	Address	Contact Information

REQUIRED DOCUMENTATION TO BE SUBMITTED WITH COMPLETED RFE

- Proof of insurance
- Proof of valid licenses/certifications as appropriate
- Proof of bonding as appropriate
- Proof of Worker’s Compensation Insurance
- Proof of Woman Owned/Minority Owned Business/Enterprise (as appropriate)

AGREEMENT

The undersigned affirms that in making such estimate neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other estimator or estimators to maintain the prices of said work, or any compact to prevent any other estimator or estimators from estimating on said contract or work, and further affirms that such estimate is made without regard or reference to any other estimator or estimate and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such estimating in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing estimate shall be accepted by the City, he will, within ten (10) consecutive calendar days after receiving notice of acceptance of such estimate, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work, at and for the price named in his estimate, and he will furnish to the said City and to the State of Michigan, such surety for the faithful performance of such contract and for the payment for all materials used in this work and for labor expended thereon as shall be approved and accepted by said City.

The undersigned hereby certifies that the above statements and forms enclosed in the firm’s response to the RFE are true and complete to the best of my knowledge. The undersigned further understand that the City of Niles will utilize the information collected to verify the qualification of the undersigned. Further, the information collected will not be disclosed outside the City without my/our consent, except for verification as permitted by law or as required under the Public Information Act.

The undersigned hereby authorizes the City to obtain a written credit report on the individual, partnership or corporation that is applying as necessary to qualify the firm for work with the City of Niles. Further, the undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City; and the undersigned hereby releases any and all such parties from any legal responsibility whatsoever on account of having furnished such information to the City.

By signing and returning this application to the City of Niles Community Development Department, the undersigned hereby acknowledges that the company has received, reviewed and agrees to abide by the City standards for qualification. The undersigned hereby also agree that in the even that if there is failure to follow any existing or further guidelines set forth by the City of Niles, the company may be limited or denied

The undersigned hereby agrees that if the said City shall accept this foregoing estimate he will complete the entire work of this contract by (_____).

In submitting this estimate it is understood that the right is reserved by the City of Niles to reject any and all estimates. It is agreed that this estimate may not be withdrawn within thirty (30) days after the opening thereof.

Company Name	
Name of Estimator and Title	
Business Address	
Telephone Number	
FAX Number	
Cell Phone Number	
E-Mail Address	
Michigan Contractor License Number	

Dated and signed at : (Insert location where signature occurs):

State of _____ on this _____ day of _____, 2017.

Signature of Estimator (Authorized Signature)

City of Niles, Michigan

Community Block Grant Program

Contractor Agreement

This document with all pages, exhibits and attachments contained herein, or subsequently added or made a part hereof shall constitute a contract between the City of Niles, hereafter “City” and _____, hereafter “the contractor” when approved and accepted by the City of Niles, Michigan and signed by its authorized agent.

This same document shall act as a contract when duly signed and executed between the City and the contractor. The written estimate submitted by the contractor will act as the bid specifications.

The intent of these documents is to include a description of and a cost for all labor, materials, appliances and services of every kind necessary for the proper execution of the work, a description of the warranty, licensing and insurance requirements, duties and obligations of both the City and contractor and the terms and conditions for payment of properly completed work and properly installed materials.

Section II

Equal Opportunity Clause:

1. In accord with the provisions of Act 453, P. A. 1976 as amended (Elliott-Larson Civil Rights Act) parties to this contract shall not discriminate against an employee or applicant for 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 or marital status. Breach of this covenant may be regarded as a material breach of this contract.
2. Female and minority contracting firms are encouraged to participated in this bid/contract process. Contractors are encouraged to use minority or women-owned firms as subcontractors.
3. All contractors will acknowledge by initial that they have read and will abide by the following Equal Opportunity Clause also known as Executive Order 11246.

EQUAL OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, height, weight, marital status, or disability. 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 the nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, height, weight, marital status, or disability.
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 contract will comply with all provisions of Executive Order No. 11246 of September 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 this 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 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 September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing sue 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 III

Section 3 Clause

1. 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.
2. The parties to this contract agree to comply with HUD 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.

3. 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.
4. 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 24CFR 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.
5. 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.
6. 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.
7. 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).

Section IV

Contractor Responsibilities, Acknowledgements and Obligations:

1. The contractor acknowledges that this contract is between the contractor and the City.
2. The contractor agrees not to enter into any formal or informal agreements to perform additional work, pay for or purchase materials or services outside of the written confines of the contract and work specifications, or modify the contract documents.
3. Contractors are obligated to purchase, pay for and deliver all materials and services required to complete the contract work specifications.
4. The contractor shall furnish a certificate of Worker's Compensation and Liability Insurance (or complete a Sole Proprietor statement form if firm status allows for same), Comprehensive General Liability Insurance with minimum bodily injury limits of \$100,000 per accident and \$300,000 per aggregate, automobile insurance and liability insurance.

Additionally when specifically requested proof of Pollution Insurance coverage must be provided.

5. The successful bidder/contractor shall also furnish copies of current valid contractor's licenses, EPA firm certification showing certification as an RRP contractor, any applicable lead abatement contractors licenses, lead supervisor's certification, mechanical contractors license, plumbers license, electricians license, and builders license. Documentation of EPA certification as an RRP firm must be submitted to bid on and complete repairs to houses constructed prior to 1978.
6. Contractors will also provide the names of workers, supervisors, and subcontractors certified to handle lead based paint issues as well as copies of those individual's certifications, licenses and RRP renovator's certifications.
7. It is the responsibility of the contractor to provide the agency with copies of licenses, insurance, and W-9 information for themselves and all subcontractors performing a service at the project and the completed criminal history check forms provided by the agency for each individual working at the job site for either the contractor, subcontractor's and their employees who will be at the job site. The City of Niles reserves the right to not allow subcontractors to work on HUD projects if complaints have been filed on previous jobs, they cannot supply requested documentation of license or insurance when requested, they did not follow stated agency and HUD guidelines or the work performed by the subcontractor does not meet code.
8. No painted surfaces may be disturbed throughout the duration of this project.
9. The contractor will be responsible for all safe work practices while completing the work.
10. Unless otherwise provided in the specifications the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, BUILDING, MECHANICAL, ELECTRICAL, and PLUMBING PERMITS, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.
11. The contractor shall also obtain, pay for and provide copies of all permits prior to commencement of work, provide copies of the permits to the City of Niles prior to commencement of work, and provide written final inspection approvals from local building, mechanical, electrical and plumbing inspectors to the City of Niles prior to submission of the final payment request. Strict compliance with Municipal Codes and Ordinances shall be observed in all phases of the work. The Contractor shall perform all work in conformance with applicable local codes and ordinances whether or not covered by the Specifications and drawings for the work.
12. The contractor agrees to indemnify and hold harmless the City of Niles, its employees, agents and representatives from all fines, costs, suits, claims demands and actions of any kind and nature by reason of any negligence on the part of the contractor, including allegations of any joint negligence of the contractor and the City of Niles. Further the contractor agrees to assume all risks and any liability for any and all accidents and injuries to persons or property as a result of the contract.
13. The contractor is solely responsible for the construction methods, sequence of work, procedures and coordination of the Work. The contractor shall supervise and direct the work with the attention and skill required, and is responsible to the City for the acts and omissions of any persons performing portions of the work. The contractor is responsible for the order, discipline and safety of the workers on the site. The contractor shall not permit the employment of workers unfit or unskilled in tasks assigned to them. In cases where

Federal or state law so requires workers must be certified in lead abatement practices and be supervised by a certified abatement supervisor.

14. The Contractor has full selection and control over the method and means of execution of the work. Therefore the Contractor agrees to pay for all fines and judgments levied by government agencies, regional or federal, with regard to execution of the work including but not limited to OSHA, EPA, the Clean Water Act, local health laws, and federal requirements for the reduction of lead in housing.
15. The contractor represents that at the time of execution hereof, the contractor is not listed on the disbarred or suspended contractors list of the U. S. Department of Housing and Urban Development. The contractor has not within a 3 year period been convicted of or had a civil judgment rendered against his/her company for fraud, embezzlement, theft, forgery, bribery, falsification or has had a public transaction (Federal, State or Local) terminated for cause or default.
16. The contractor shall be responsible for the storage and safety of his own materials. The City assumes no liability whatever for any material damaged or stolen on the premises where such has not been brought into the building. Any damage to, or loss by theft or vandalism of, any material, appurtenance, or appliance, after such has been brought into the building, applied, connected or installed, shall be the sole responsibility of the contractor until the project is completed and accepted by the City.
17. Safety Precautions: The contractor is responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected. The types of precautions include, but are not limited to:
 - a. Warning signs and barriers
 - b. Enforcing safety regulations and good work practices
 - c. Notifying the City and representatives of adjacent properties, utilities, and public safety agencies of work posting a hazard
 - d. Controlling particles and fumes at their source
 - e. Identification of known pollutants and toxins, followed by appropriate action;
 - f. Safe storage of materials and supplies;
 - g. Maintaining means of extinguishing fires on site;
 - h. Adequate warning systems and evacuation procedures;
 - i. Protective materials and equipment typically associated with various portions of the work; and
 - j. Maintaining first-aid supplies on the site
18. Weather Protection: The contractor must provide the following
 - a. Provide constant protection against rain, windstorms, frost or heat so as to maintain work, materials, apparatus, and fixtures, free from injury or damage. At the end of day's work, the Contractor will cover work likely to be damaged.
 - b. Protect work from damage during freezing weather or extreme heat. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work; notify the City of Niles. Follow the same process for extreme heat or severe weather situations.
 - c. Within seven (7) days of signing the bid/contract the contractor shall submit to the City of Niles an expected work schedule. The start date on the work schedule should not be more than fourteen (14) days from the date the contract was signed by the City. If the contractor cannot fulfill the agreement to start within fourteen days a written explanation shall be submitted to the City of Niles for review. With the

agreement of the City an exception to the start date may be allowed if agreed to in writing.

Section V

Changes in work Specifications:

1. Any changes to this agreement are valid only in writing and signed by the contractor and the City of Niles.
2. Changes in the Work that deviates from the original specifications/estimates may be accomplished after execution of the Contract, and without invalidating the Contract, by a written Change Order. A change order is an agreement signed by the City of Niles staff, and the contractor that modifies the work after the contract has been executed. It contains a description of the modification, the extent of the adjustment in the Contract Time, and the amount of the adjustment in the Contract Sum.
3. In normal circumstances the contractor should not perform any work in the change order until the City of Niles has been notified and the above signatures have been obtained.
4. A change order should be completed for any variance from the written specifications whether or not there is an actual increase or decrease in the contract amount. This includes substitution of material types dictated in the work specifications.
5. A contractor may perform work not included in the Contract Documents in order to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The need for this work should be immediately brought to the attention the City of Niles and their verbal approval should be received. Further a written change order should follow stating why the work was required and that change order should be signed by all parties.
6. The contractor is not monetarily responsible for changes in work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the City of Niles and negotiate a change order.
7. Actual cost breakdowns will be required for all change orders that require a monetary change to the initial contract amount.

Section VI

Payment Policies and Inspections:

1. Contractors may not submit a payment request until the City of Niles has received copies of the appropriate permits.
2. Up to 20% of the contract amount may be withheld until final approvals have been received from local inspectors.
3. Contractors will be issued payment based on completed work only. Requests for funds to order supplies will be reviewed on a case by case basis and limited by the percentage allowed by the sole discretion of the Community Development Director for the City of Niles.
4. Contractors signing this contract acknowledge that payment will be made on the regularly scheduled pay dates designated by the grantee.
5. The contractor shall submit in writing a Sworn Statement listing all subcontractors, suppliers and related costs if the scope of work deems it appropriate, an invoice, a three signature sheet and any required permits and waivers with each pay request.
6. Contractors should be aware that if progress payments are made due to the size of the job, sufficient evidence that the premises are free from all liens, damages, and anything

chargeable to the contractor, the City or the program shall be presented verifying that all liens, damages and anything chargeable have been satisfied, discharged and cancelled.

7. Payments may be withheld on account of:
 - a. Defective work not remedied
 - b. Claims filed
 - c. Failure of the Contractor to make payments properly to Subcontractors or for labor,
 - d. materials or equipment
 - e. Damage to the City's property,
 - f. Persistent failure to carry out the work in accordance with the contract documents or to
 - g. carry out the completion of work in a timely fashion
 - h. Insufficient submission of payment request documents including lien waivers
 - i. Incomplete work for which payment was requested

Section VIII

Warranty Issues:

1. The contractor warrants the work against defects in materials and workmanship and agrees to remedy any defects in the work and pay for any damages resulting there from which shall appear within a period of two years from the date of final acceptance of the work. All warranties for materials will be for the length of time designated by the manufacturer if different from the two year warranty agreed to by the contractor.
2. The contractor agrees that all the warranties contained herein shall apply to all work performed under the contract, including that performed by any subcontractors.
3. The contractor will assume responsibility for all sub-contractors guarantees being delivered to the City.
4. The contractor will assume responsibility for supplying the City with any and all written warranties for materials utilized in the completion of the home rehabilitation project.
5. The City shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.
6. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable time after receipt of notice thereof, the City shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the contractor's expense.
7. All subcontractors, manufacturers and suppliers warranties, expressed or implied, respecting any work and material shall, at the direction of the City, be enforced by the Contractor for the benefit of the City.
8. Notwithstanding any other provision of this clause, unless such a defect is caused by negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City, or for the repair or damage which results from any such defect in City-furnished material or design.

Section IX

Disputes:

1. In the event a dispute arises the parties agree to meet and negotiate in good faith in order to attempt to resolve the dispute. All claims and disputes arising during completion of the project shall be brought to the attention of the City of Niles Community Development

Department. If a resolution is not reached by the contractor and City of Niles CD staff within seven (7) days the individual initiating the complaint shall submit the complaint in writing.

2. The City of Niles requires that any complaint or dispute not resolved within 7 days be submitted to the City of Niles Community Development Director in writing.
3. The written complaint will be reviewed within 15 business days by the City of Niles Community Development Director. If a solution to the complaint or dispute is not reached by the City of Niles Community Development Director it may be resubmitted in writing by the complainant to the City Administrator.
4. The City Administrator for the City of Niles will then make the determination as to whether the resolution can be made by his office or referred to a review board.
5. The City of Niles reserves the right to remove the contractor from the project, pay the contractor for materials supplied and installed and labor for the work completed in an effort to solve a dispute. The City of Niles would then select another contractor to complete the project.

Section X

General Conditions and Definitions:

1. It is understood and agreed that the contractor is an independent contractor. The City of Niles is not responsible for State, Federal or Local income tax deductions or any other responsibilities of State or Federal Laws concerning Status.
2. The contractor shall not assign this contract without the express written consent of the City of Niles.
3. Award of this contract and authorization to proceed is dependent on sufficient funds being available and is subject to approval from the City of Niles and HUD.
4. All materials are to be disposed of in accordance with the law.
5. No painted surfaces may be disturbed as part of this project.
6. The site is to be maintained in a clean manner during construction.
7. All contractors and subcontractors shall be licensed for their trade in the state of Michigan.
8. The contractor shall begin work on the project within **14** days of the date of the execution of this contract. Any exception to the start date due accessibility of materials or for other reason must be documented in an amendment signed and dated by all parties within the 14 days initially allowed.
9. The contractor has **30 days from the date of the proceed order in which to complete the project**. If necessary, extensions may be requested in writing by the contractor. Requests for extensions will be reviewed on a case by case basis only by the City of Niles. Any project not completed within the allotted **30 days** and any extension of time not approved in writing by the program manager prior to the 30 days completion date **will result in a charge of \$50.00 per day to the contractor payable to the City of Niles**.
10. All materials must be applied in accordance with the manufacturer's latest installation instructions and must meet or exceed material specifications.
11. All material installed shall be new (unless otherwise specified). All work is to be a finished product unless specified to the contrary.
12. Materials and/or workmanship failing to meet the above two requirements shall be replaced at the contractor's expense. Acceptance of materials and/or workmanship by an authorized representative of the City prior to completion of the contract does not relieve the contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the contract.

13. No drugs or alcoholic beverages are to be allowed on the job site, before, during or after work hours.
14. No pets associated with the Contractor or Subcontractors will be allowed at the job site.
15. Once the work commences the contractor shall have free access to all parts of the premises requiring work, during weekday working hours of 8:00 a.m. to 5:00 p.m., unless otherwise stated or arranged with the City.
16. No Combustible materials or other fire hazards shall be left overnight or allowed to accumulate.
17. Contractors and their subcontractors shall repair all surfaces or structures damaged by the Contractor and/or subcontractors during completion of their work at no additional cost to the City of Niles.
18. At the time of the final inspection all items must be 100 percent complete including any required lead clearances and final inspections from local electrical, mechanical, plumbing and building inspectors. A final pay request may be submitted after the final inspection has been completed.
19. A final inspection that shows items not completed or improperly finished will result in a charge of \$55.00 payable to the City of Niles to be deducted from the contractor's final draw to cover the cost of a return trip to complete a final inspection.
20. Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this applicability shall not relieve the contractor, if such is awarded the contract, from full responsibility to the City of Niles for the proper completion of all work to be executed under the terms of this agreement, and the general contractor shall not be released from this responsibility by any sub-contractual agreement he may make with others.
21. The contractor shall not cause or allow a lien to be placed upon the City's property for reason of non-payment or other cause. The Contractor's agreement with the material men and subcontractors shall provide that such subcontractors and material men may not place a lien against the City's property for any reason including non-payment. Should a lien be placed against the City's property, by the contractor, subcontractor or material men, the parties agree that the said lien shall be deemed a nullity and may be removed upon motion to a court having jurisdiction and that, as liquidated damages, there shall be an abatement of the amount due the Contractor by reason to reimburse the City and the CDBG program for necessary and reasonable attorney's fees and legal expenses undertaken in relation to the proceedings to remove the said lien or liens.
22. Manufacturer's Specs Prevail - All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.
23. Install - means to purchase, set up, test and warrant a new component.
24. Replace - means to remove and dispose of original material, purchase new material deliver, install, test and warrant.
25. Reinstall- means to remove, clean, store, and install a component
26. Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The City will notify the contractor of decision at contract award.
27. Pre-bid Site Visit and Verification of Quantities/Measurements: The contractor must inspect the property. Submission of a bid/estimate is presumptive evidence that the bidder has thoroughly examined the site and is conversant with requirements of the local jurisdiction. All measurements and quantities listed in the specifications are for the contractor's

convenience prior to the pre-bid conference at the site to verify all dimensions and quantities.

28. Building Permit- The contractor is responsible for submitting the work write-up if necessary to the building department, applying for, paying for and receiving a building permit if required prior to starting any work.
29. Electrical Permit- Prior to the start of work, the contractor shall submit the contract document and create any additional documentation necessary to apply for, pay for and receive an electrical permit on behalf of the City.
30. Plumbing Permit - Prior to the start of work, the contractor shall create any diagrams, septic layout, and gather all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the City.
31. HVAC Permit - Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations as well as manual J calculations to determine furnace size and supply all other documentation required to apply for, pay for and receive an HVAC permit on behalf of the City.
32. The contractor shall furnish copies of all permits and completed inspections to the City.
33. All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved in writing by the City.
34. Contract Award -
 - a. Contract award will be based on cost, accuracy and contractor prior performance.
 - b. Low bid is not a guarantee that the job will be awarded.
 - c. The City of Niles in compliance with HUD's regulations in 24 CFR Part 135 will allow, to the greatest extent feasible, opportunities for employment and training to low and very low income residents and the opportunity for award of qualified contracts to companies approved by the City of Niles as certifiable "Section 3 Business Concerns" in accordance with Section 3 of the Housing and Urban Development Act of 1968 as regulated through 24 CFR Part 135.
 - d. No work shall begin until the selected contractor receives a proceed order signed by the City of Niles.

Specifications

See estimate submitted by: _____ Dated: _____

Project: City of Niles- CDBG- Blight Elimination- Niles History Center Porch Restoration Project

No painted surfaced will be disrupted, repaired, removed during the entirety of this project.

All work is guaranteed for a minimum of two years. Manufacturer's Warranty on product is considered separate from the work guaranty. All product related questions and/or concerns should be directed to the manufacturer directly. All manufacturer information has been provided to the City of Niles.

The Contractor's assurance is hereby given to the City of Niles that the Contractor will comply with all provisions of this contract. Breach of this contract will authorize the City of Niles to, at its sole discretion, immediately terminate this contract. **The Contractor also certifies explicitly that no painted surfaced will be disrupted, repaired, removed during the entirety of this project.**

The undersigned, having read all the terms, conditions and specifications of the contract, hereby proposes to perform the specified work at the below listed total, which is comprised of the listed figures above, subject to all instructions, conditions, specifications and all attachments hereto for the above property address. The parties hereto agree to hold the City of Niles harmless for any damages concerning the undertaking and carrying out of this Agreement between the City and the Contractor.

City of Niles

Date

Contractor

Date

Notary

STATE OF MICHIGAN)

) ss:

COUNTY OF BERRIEN)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as his free act and deed.

Notary Public, Berrien County, Michigan

My commission expires _____



CITY OF NILES
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT GENERAL CONDITIONS

Contact: Sanya Phillips: Community Development Director

City of Niles, MI

333 North 2nd Street

Niles, MI 49120

269.683.4700 ext 3020

communitydevelopment@nilesmi.org

www.ci.niles.mi.us

GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except that

1. the Contractor does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and
2. the Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
3. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Including those attached hereafter as [Exhibit 3](#), [Exhibit 4](#), & [Exhibit 5](#)
4. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.

C. Workers Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

D. Indemnify and Hold Harmless

The Contractor hereby indemnifies and holds harmless the City, its officers, officials, employees, agents and servants from any and all liability, wherever and whenever it may occur, including all injury and property damage, or any loss, claim, costs or expenses (including reasonable attorney fees) as a result of performance of services pursuant to this Agreement. Provided, however, that the above indemnification obligation shall not apply to personal injury or property damage arising out of or resulting solely from the gross negligence or intentional misconduct of the City, its officers, officials, employees, agents and servants.

E. Contractor Liability Insurance

The Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

1. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and
2. as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
3. The Contractor shall obtain and maintain throughout the term of this Agreement insurance coverage for bodily injury and property damage in an amount acceptable to the City and shall identify the City as an additional insured.
4. The Contractor shall provide the City with evidence thereof.

F. Grantee Recognition

The Contractor shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Contractor from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Contractor.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the Contractor to the Grantee reports that are incorrect or incomplete in any material respect.
2. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Compliance with Laws/Regulations (§570.501) and Corrective Action

Contractor's failure to comply with the following may lead to corrective actions:

1. Federal financial management standards, as stated in OMB Circular A-122, and OMB Circular A-110.
2. Federal Community Development Block Grant eligibility regulations 570.201 through 570.207.
3. Applicable federal, state, and local laws for program operation and financial management.
4. City's financial management requirements.
5. Implementing the Scope of Services.
6. Reporting requirements set forth in this Agreement.
7. Data and information collection and retention to document the program's operation.
8. The City shall provide the Contractor with written notice of the Contractor's failure to comply with any rules, requirements, laws and/or program regulations. The Contractor shall have seven days upon receipt of the notice to respond in writing as to the corrective action that will be taken. Failure to respond to the Notice and/or implement the proposed corrective actions to the City's satisfaction will cause the City to take remedial action including but not limited to the following:
 - a. Requests for payment will not be processed;
 - b. Written notice that the City will proceed to recapture funds in seven days if the issue in question involves expenditures already made;
 - c. Written notice that the City is going to terminate this Agreement;
 - d. Any other necessary remedial action required by the City.
9. If a significant change in the Scope of Service provided by the Contractor is anticipated, the City shall be advised in writing five days in advance of the change. Significant changes include but are not limited to: nature of service provided; beneficiaries receiving the service; target areas served; or other things relating to the Contractor's Scope of Services.

Within five (5) days of receipt of said notice, the City shall approve the change with documentation and justification supplied; disapprove the change and recommend an alternative; or require the service be provided as set forth in the Agreement.

10. Failure to comply with [Paragraph 5.I.1-7](#) will result in any of the following until the problem has been remedied:
 - a. stopping payment requests;
 - b. recapturing funds spent in connection with this change from the Contractor's budget; or
 - c. terminating the Agreement.
11. The City has the right to require the Contractor to repay CDBG funds if any of the following conditions occur:
 - a. HUD requires fund payback for any reason;
 - b. The City has not been informed of a service or program change by the Contractor and has expended funds for such purposes;
 - c. The City has decided a cost is disallowed or unauthorized;
 - d. The Contractor receives refunds, rebates, and/or interest on CDBG reimbursed expenses and has not forwarded these refunds to the City.
12. The Contractor shall respond to the City's request for repayment within seven days with an indication as to how repayment will be made. Under no circumstances shall the Contractor take more than 30 days to make the repayment requested. After 30 days, the City shall move to recapture the funds in question directly from the Contractor's budget or from the Contractor in accordance with law.
13. This Agreement shall be terminated by the City, after giving the Contractor not less than five days written notice thereof, for failure to comply with (1) through (4) above. Additionally, this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or by the City at any time, or if the grant to the City under the Act is suspended or terminated. In the event that the Agreement is

terminated, the Contractor must adhere to and complete a closeout procedure to be developed by the City. This procedure shall include but not be limited to such things as: proper payment of bills after termination of the Agreement; providing sufficient funds to meet priority obligations; and providing notice to all vendors of dates by which goods and services should be terminated. Upon termination, the Contractor shall transfer to the City any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds.

J. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Contractor agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Contractor shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - h. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
 - i. The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name [Is obtaining the client name necessary?], address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
2. 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 Grantee's or Contractor's responsibilities with respect to services provided under this contract, is prohibited by various State and/or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
3. The Contractor's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over CDBG funds, including program income.
4. All Contractor records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine,

and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Contractor audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. **Program Income:** The Contractor shall report quarterly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Contractor may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
2. **Indirect Costs:** If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the appropriate Contractor's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. **Payment Procedures:** The Grantee will pay to the Contractor funds available under this Agreement based upon information submitted by the Contractor and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Contractor accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Contractor.
4. **Monthly Reports:** The Contractor shall submit monthly Progress Reports as required to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. The Contractor shall comply with current Grantee policy Federal procurement requirements (cite CFR) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. OMB Standards Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
3. Travel The Contractor shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Contractor shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Contractor fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Contractor may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Contractor for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Contractor agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Contractor also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

PERSONNEL & PARTICIPANT CONDITIONS

- 1. Civil Rights Compliance** The Contractor agrees to comply with [fill in local and state civil rights ordinances here] and 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 as amended, 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2. Nondiscrimination** The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3. Land Covenants** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. 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 herein 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 Grantee 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, and will not itself so discriminate.
- 4. Section 504** The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- 5. Affirmative Action Approved Plan** The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon written request, the Grantee shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall maintain and submit a plan for an Affirmative Action Program upon request by the Grantee.
- 6. Women- and Minority-Owned Businesses (W/MBE):** The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 7. Access to Records** The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- 8. Notifications** The Contractor will send to each labor union or representative of workers with which it 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 worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

9. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.
10. **Employment Restrictions:** The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
11. **Labor Standards** The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the
 - a. Davis-Bacon Act as amended,
 - b. the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and
 - c. all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
 - d. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.
 - e. The Contractor shall maintain documentation that demonstrates compliance with Hour and Wage requirements of this part.
 - f. Such documentation shall be made available to the Grantee for review upon request.

12. Section 3” Clause

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by 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 Grantee, the Contractor and any of the Contractor’s Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor’s Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided.

1. The Contractor further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement 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 low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”
2. The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
3. The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

A. Conduct

1. **Assignability** The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Contractor from the Grantee 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 Grantee.
2. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for

construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage.

3. Subcontract 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.
 - a. Approvals: The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
 - b. Monitoring: The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content: The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract or purchase order, specifically or by reference executed in the performance of this Agreement so that such provisions will be binding upon each of its own Contractors or subcontractors.
 - d. Selection Process: The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
 - e. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- B. **Hatch Act** the Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- C. **Conflict of Interest** The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
 1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.
- D. **Lobbying:**

The Contractor hereby certifies that:

 1. 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 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;
 2. 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; and

3. It will require that the language of Paragraph 9.P.4 of this certification 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:
 4. 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.C. 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.
- E. **Copyright** If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
 - F. **Religious Activities** The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
 - G. **Definition of HUD:** The term HUD is used herein to mean the Secretary of Housing and Urban Development, or the person authorized to act on his or her behalf.
 - H. **Third Parties** None of the provisions of this Agreement shall be construed so as to create any right, duty, or benefit to third parties.
 - I. **State of Michigan** This agreement shall be construed according to the laws of the State of Michigan.
 - J. **Applicable Law** Both parties agree that this Agreement shall be subject to all applicable ordinances, resolutions and rules of the City.

ENVIRONMENTAL CONDITIONS

- A. **Air and Water:** The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 2. 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;
 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint:** The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of 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 and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D. **Historic Preservation:** The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

WAIVER

The Grantee’s failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ENTIRE AGREEMENT

1. This agreement constitutes the entire agreement between the Grantee and the Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Contractor with respect to this Agreement and may not be modified except by a written instrument signed by both parties.
2. **Binding Effect** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

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§ 570.905 Review of continuing capacity to carry out CDBG funded activities in a timely manner.
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Appendix A to Part 570—Guidelines and Objectives for Evaluating Project Costs and Financial Requirements

Authority: 42 U.S.C. 3535(d) and 5301-5320.
Source: 40 FR 24693, June 9, 1975, unless otherwise noted.

CDBG ELIGIBLE ACTIVITIES AS DEFINED: 24 CFR 570.201-.206

Eligible Activity:	Source
Acquisition of Real Property	570.201(a)
Counseling – Homeowner & Tenant	570.201(e), 570.201(n), 570.201(k)
Homeownership Assistance	570.201(n)
Public Facilities and Improvements	570.201(c)
Renovation of Closed Buildings	570.202(e)
Housing Services/HOME Program Support	570.201(k), 570.206(h)(i)(2)
Acquisition/Disposition of Property for Housing	570.201(a),(b)
Acquisition for Rehabilitation	570.202(b)(1)
Rehabilitation	570.202
Rehab – Loan Guarantee	570.202(b)
Rehab – Subsidies/Reduction of Lead-Based Paint	570.202(f)
Reconstruction	Will be codified under 570.202
Construction	570.204
Match-IDA Homeownership Assistance	570.201(g,) 570.201(n)
Fair Housing	570.201(e), 570.206(c)
Tornado Safe Shelters	570.201(c), 570.202
Homeownership Activities carried out by Community-Based Development Organizations	570.204(c), 570.201(e)
Site Preparation (Public Improvements and Clearance)	570.201(c)(d)

CDBG INELIGIBLE ACTIVITIES AS DEFINED: 24 CFR 570.201-.206

In general, activities that are not specifically identified as eligible are considered by HUD to be ineligible. The following activities are specifically identified by HUD as activities that are not eligible for CDBG funding.

- a. Acquisition, construction, or reconstruction of buildings for the general conduct of government
- b. General government expenses
- c. Political activities
- d. Purchase of construction equipment, fire protection equipment, furnishings and personal properties
- e. Operating and maintenance expenses
- f. Income payments
- g. Construction of new housing

REFERENCED RULES, LAWS, REGULATIONS AND GUIDELINES

CFDA 14.218	https://www.cFDA.gov/?s=program&mode=form&tab=step1&id=c07ce7bfe_a90655020819b913a8548b6
OMB Circular A-122	http://www.whitehouse.gov/omb/circulars_a122_2004
24 CFR 570.201-207	§ 570.201 Basic eligible activities.
25 CFR 570.201-207	§ 570.202 Eligible rehabilitation and preservation activities.
26 CFR 570.201-207	§ 570.203 Special economic development activities.
27 CFR 570.201-207	§ 570.204 Special activities by Community-Based Development Organizations (CBDOs).
28 CFR 570.201-207	§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.
29 CFR 570.201-207	§ 570.206 Program administrative costs.
30 CFR 570.201-207	§ 570.207 Ineligible activities.
Section 3 Clause	Section 3 HUD Act of 1968
41 CFR 601	http://www.dol.gov/dol/cfr/Title_41/Chapter_60.htm
24 CFR 570 Subpart K	http://law.justia.com/cfr/title24/24-3.1.1.3.4.11.html
OMB Circular A-110	http://www.whitehouse.gov/omb/circulars_a110
24 CFR 570.506	24 CFR 570.506
24 CFR 84.21-28	§ 84.21 — Standards for financial management systems.
25 CFR 84.21-28	§ 84.22 — Payment.
26 CFR 84.21-28	§ 84.23 — Cost sharing or matching.
27 CFR 84.21-28	§ 84.24 — Program income.
28 CFR 84.21-28	§ 84.25 — Revision of budget and program plans.
29 CFR 84.21-28	§ 84.26 — Non-Federal audits.
30 CFR 84.21-28	§ 84.27 — Allowable costs.
24 CFR PART 84 - HUD	24 CFR PART 84 - HUD
24 CFR 507.502-504	§ 570.502 Applicability of uniform administrative requirements.
25 CFR 507.502-504	§ 570.503 Agreements with Contractors.
26 CFR 507.502-504	§ 570.504 Program income.
24 CFR 570.208	§ 570.208 Criteria for national objectives.
Standard Form- LLL, Disclosure Form to Report Lobbying	DISCLOSURE OF LOBBYING ACTIVITIES - The White House
Section 1352, Title 31, US Code	http://www.law.cornell.edu/uscode/text/31/1352
Title VI of Civil Rights Act of 1964	Title VI of the Civil Rights Act of 1964
Title VIII of Civil Rights Act of 1968 as amended	Title VIII: Fair Housing and Equal Opportunity - HUD
Section 504 of Rehabilitation Act of 1973	http://www.hhs.gov/ocr/504.html
Americans with Disabilities Act of 1990	AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED
Age Discrimination Act of 1975	Age Discrimination Act of 1975 - United States Department of Labor
Executive Order 11063	Executive Order 11063 - HUD
Executive Order 12107	EO 12107
Executive Order 12086	Executive Order 12086
Non-Discrimination in Employment and Contracting Opportunities	§ 570.607 Employment and contracting opportunities.
Section 3 of the Housing and Urban Development Act of 1968	12 USC § 1701u
Sections 104(b) and 109 of Title I of Housing and Community Development Act of 1974	http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/109
Sections 104(b) and 109 of Title I of Housing and Community Development Act of 1974	http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/109
Sections 104(b) and 109 of Title I of Housing and Community Development Act of 1974	http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/109
24 CFR part 135	24 CFR 135
Section 3(A) of Small Business Act as amended	15 USC § 632

Provisions	Federal Regulations*	OMB Circulars for Non Gov't. Contractors	Other Federal Regulations**
National Objective Compliance/Eligibility	570.200(a)(1)+(2), 570.201-570.209, 570.506		
Scope of Work	570.503		
Time of Performance	570.503		
Compensations and Method of Payment	570.502, 570.513	A-122, A-21	24 CFR Part 85
Program Income	570.500(a), 570.503(b)(3), 570.504		
Record-Keeping Requirements	570.502, 570.503(b)(2), 570.506		24 CFR Parts 84 and 85
Reporting Requirements	570.502, 570.507		24 CFR Parts 84 and 85
Public Access to Program Records	570.502, 570.508		24 CFR Parts 84 and 85
Grant Closeout Procedures	570.502, 570.509		
Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	A-122, A-21, A-133	24 CFR Parts 84 and 85
Reversion of Assets	570.502, 570.503, 570.505		
Real Property	570.502, 570.503(b)(7), 570.505		
Other Program Requirements	570.503(b)(5), 570.600-603, 570.605-614		
Termination	570.502, 570.503		24 CFR Part 84.43
Compliance with Laws/Regulations	570.501	A-122	24 CFR Parts 84 and 85
Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607		
Financial Management	570.502, 570.610		24 CFR Parts 84.20 and 85.20 and Treasury Cir. 1075
Audits	570.502, 570.610	A-133	24 CFR Parts 84.26 and 85.26
Religious and Political Activities	570.200(j), 570.207		
Budget Modifications	570.502, 570.503(b)(1)		
Monitoring	570.501(b), 570.502(b)(vii), 570.503(b)(1)		24 CFR Parts 84 and 85
Conflict of Interest	570.611		24 CFR Parts 84 and 85
Procurement Methods	570.502		24 CFR Parts 84.40-48 and 85.36
Budget	570.503		
Project Schedule/Milestones	570.503		
Environmental Review	570.503(b)(3)(1)		

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.	<u>Executive Order 11063</u>
Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.	<u>Executive Order 11246</u>
Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.	<u>Executive Order 12892</u>
Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.	<u>Executive Order 12898</u>
Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.	<u>Executive Order 13166</u>
Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.	<u>Executive Order 13217</u>
Fair Housing Act	<u>Fair Housing Act</u>
Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.	<u>Section 109 of Title I of the Housing and Community Development Act of 1974</u>
Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.	<u>Section 504 of the Rehabilitation Act of 1973</u>
The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.	<u>Age Discrimination Act of 1975</u>
The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.	<u>Architectural Barriers Act of 1968</u>
Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.	<u>Title II of the Americans with Disabilities Act of 1990</u>
Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.	<u>Title IX of the Education Amendments Act of 1972</u>
Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance	<u>Title VI of the Civil Rights Act of 1964</u>
Title VII Civil Rights Act (Fair Housing Act)	<u>Fair Housing Act</u>

	Requirements	Federal Regulations	Other References
1	Federal Labor Standards	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA);
	Davis-Bacon Copeland Act (Anti-kickback) Contract Work Hours and Safety Standards		40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 et seq.
2	Equal Employment Opportunity	24 CFR 570.601-602, 24 CFR 570.607, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3	List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4	Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5	Fire Safety Codes		Local
6	Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7	Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C. 4821 et seq.
8	Lump Sum Drawdowns	24 CFR 570.513	
9	Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements	24 CFR 570.503(b)(5)(i), 24 CFR 570.604, 570.202, 24 CFR 58	Sec. 104(g), HCDA
	Siting Near Airports and Coastal Barrier Resources		
	Fish and Wildlife Protection	Ref. At 24 CFR 58.6	
	Flood Plain		
	National Historic Preservation	See reference at 24.CFR 58.5570.605, 58.6	
	Thermal/Explosive Hazards		42 U.S.C. 4001 et seq.
10	Relocation, Real Property Acquisition, and One-For-One Housing Replacement	24 CFR 570.201(i), 570.606, 49 CFR 24,	Sect. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
	One-for-One Replacement	24 CFR 570.606©(1)	
11	Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12	Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13	Applicable Credits		A-87