REQUEST TO SUBMIT BIDS
FOR
ASBESTOS ABATEMENT (Batch 15)
FOR THE
CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Asbestos Abatement services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk’s Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with “Asbestos Abatement Bid Batch 15” until 2:00 p.m. EDT, Monday, May 20, 2019, at which time they will be publicly opened. It is the offeror’s sole responsibility to ensure that their bid is physically deposited with the Clerk’s Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete copies/sets of the bid shall be submitted. An original copy so marked, shall be signed with the firm’s name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response with the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Michelle McKenzie and be received no later than three working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to MMcKenzie@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac’s website http://www.pontiac.mi.us/departments/finance/purchasing.php. Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342.
The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Asbestos Abatement, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

Abatement must comply with OSHA standards must also adhere to the AHERA Abatement protocol and be performed by a Michigan-accredited Asbestos Abatement Contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M. A copy of this document can be found at:


This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer, businesses owned by women or minorities are strongly encouraged to bid.

**BIDS DUE: Monday, May 20, 2019 at 2:00 PM EDT**
**NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy**
I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Asbestos Abatement, for sub-standard vacant residential structures, for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications, and licenses required by the City, County, State, and Federal Government. (NOTE: Utilities may not be available at time of abatement)

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Asbestos Abatement and Disposal

Contractor will provide all labor & material for Asbestos Abatement in accordance with following Scope of Work listed in Appendix “A” for those properties listed in by the City. Contractor shall remove all asbestos containing material and hazardous materials as indicated in the Asbestos Survey Batch 14 Reports (open both folders and one file to view reports)

Copy and paste the hyperlink into your web browser search bar, for the best view. https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRD5ogmd3W9Bf

for each home per Federal and State guidelines. JAC Xpress will provide clearance reports. To view files go to website above, select files to download, click the right button on your mouse and select either open with or save file. The City reserves the right to remove properties from the lists.

IV. REQUEST

In addition to the required form "Asbestos Abatement Bid Batch 15" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½” x 11” paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractors qualifications and ability to successfully provide the services requested.

a) Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.

b) Describe the Contractor’s qualifications and ability to successfully provide the services requested, including a description of prior experience.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.
d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).

e) Provide current Good Standing Certificate for the firm (if applicable).

f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.

h) Provide a list of board of directors and officers of firm (if applicable).

i) Provide insurance as required in Appendix “D”

j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.

k) Provide a detailed description of any litigation resulting from use of the firm’s services.

l) Provide a statement on the notification time necessary to begin execution of the desired services

m) Provide bid and performance bond as outlined in section “IX. BONDING REQUIREMENTS”

The City of Pontiac, Michigan reserves the right to validate proposer’s qualifications, capability to perform, availability, past performance record, and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City’s best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached “Asbestos Abatement Bid Batch 15” in Appendix A”

It is the City’s intention to utilize the successful proposer’s services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. These structures are vacant, and will be demolished under separate contract.
The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have the following after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notification to State of Michigan for each home;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each property’s specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the “Act”). This federal program has stringent requirements that the City and its Contractor’s must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements, please contact Michelle McKenzie at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix “B”)
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix “C”)
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws
VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with “Asbestos Abatement Bid Batch 15” clearly marked on the front to by Monday, May 20, 2019 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk’s Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of their submitted bid, execute such contractual documents as may be required within the time specified. **Bid bond to be included with bid.**

***NOTE: If the Contracts or Subcontracts exceed $50,000.00 you will need b) & c)***

b) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward Avenue, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

(1) Pontiac resident employees regardless of where they work for the employer; and
(2) Nonresident employees for work performed in the City.
(3) Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.


Tax forms URL: [http://www.pontiac.mi.us/departments/income_tax/tax_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)
APPENDIX A

City of Pontiac CDBG/NSP-3 Demolition Program
> Asbestos Abatement Bid Batch 15 <

Bidding Contractor:
Company Name: ___________________________________________________

Representative: ___________________________________________________
Address: _________________________________________________________
City: ___________________________ Zip: __________
Office#: ___________________________
Fax #: ___________________________
Cell#: ___________________________
Email: ___________________________
License#: ___________________________

Job Duties Sheet / Scope of Work for Asbestos Abatement
Contractor will provide all labor & material for the following service work:
The Contractor will be required to furnish all labor, materials, employee training, services, insurance and
equipment necessary to carry out the removal of asbestos containing material (ACM) and hazardous materials as
needed to complete the removal specifications as set forth by the City of Pontiac.
Contractor shall comply with laws and regulations set forth by regulatory agencies is required. These agencies
include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection
Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT –
Department of Transportation. The City expects that bidders will offer expertise on conformance of regulations
applying to the products they sell.

Contractor must provide the City of Pontiac with copies of the landfill manifests that indicate that the debris was
properly disposed of in a type II landfill.

Contractor is required to give the City and each neighbor a notice of the cleanup.

Asbestos Surveys for the properties listed below are found here: (open both folders and one file to view reports)
Copy and paste the hyperlink into your web browser search bar, for the best view.
https://drive.google.com/drive/folders/1rYjghCruppMxUuAHwT3MRDSoomd3W9Bk

Bid Price per Residential Property:

235 West Cornell St. $_________
Cost in Words for 235 W. Cornell St. ________________________________________

116/118 Edison Street $_________
Cost in Words for 116/118 Edison St __________________________________________

407 Elizabeth Lake Rd. $_________
Cost in Words for 407 Elizabeth Lake Rd. ______________________________________

288 N. Johnson Avenue $_________
Cost in Words for 288 N. Johnson Ave. ________________________________________
<table>
<thead>
<tr>
<th>Address</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>63 LaGrande Street</td>
<td>$_________</td>
</tr>
<tr>
<td>196 Liberty Street</td>
<td>$_________</td>
</tr>
<tr>
<td>51 Murray St.</td>
<td>$_________</td>
</tr>
<tr>
<td>95 Mark Ave.</td>
<td>$_________</td>
</tr>
<tr>
<td>117 Murphy Ave.</td>
<td>$_________</td>
</tr>
<tr>
<td>842 Orlando Ave.</td>
<td>$_________</td>
</tr>
<tr>
<td>18 N. Paddock St.</td>
<td>$_________</td>
</tr>
<tr>
<td>72 N. Paddock St.</td>
<td>$_________</td>
</tr>
<tr>
<td>77 Prall St.</td>
<td>$_________</td>
</tr>
<tr>
<td>27 Steinbaugh Ct.</td>
<td>$_________</td>
</tr>
<tr>
<td>989 E. Walton Blvd.</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Grand Total $_________

Grant Total Cost in Words _______________________________________________________

________________________________________________________________________________
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

**Please Note:** Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name:

________________________________________

Representative Signature:

________________________________________

Print Name:

________________________________________
<table>
<thead>
<tr>
<th># OF HOMES</th>
<th>ADDRESS</th>
<th>TAX ID #</th>
<th>OWNER OF RECORD</th>
<th>OWNERS ADDRESS</th>
<th>DISTRICT</th>
<th>Prjct Mngr-Inspect/Visit</th>
<th>Bldg Inspector-Inspect/Visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>235 W. Conell Avenue</td>
<td>14-17-352-008</td>
<td>HENSON, JAMES or NOBLEZA HENSON</td>
<td>235 W Cornell Ave, Pontiac, MI 48340</td>
<td>3</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>2</td>
<td>116 118 Edison Street</td>
<td>14-29-228-005</td>
<td>MAROTZ, LOUIS</td>
<td>116 Edison St., Pontiac, MI 48342</td>
<td>6</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>3</td>
<td>407 Elizabeth Lake Rd</td>
<td>14-30-302-004</td>
<td>WINTERS, TARA</td>
<td>3816 Faulk Blvd, Jackson, MS 39209-4933</td>
<td>2</td>
<td>1/24/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>4</td>
<td>288 N. Johnson Ave</td>
<td>14-29-153-003</td>
<td>LOWE JR, CHARLES</td>
<td>444 Valencia, Pontiac, MI 48341</td>
<td>1</td>
<td>1/24/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>5</td>
<td>63 LeGrande Ave</td>
<td>14-20-329-008</td>
<td>PRECIADO, ISAAC</td>
<td>90 Putnam, Pontiac, MI 48342-1262</td>
<td>3</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>6</td>
<td>196 Liberty St.</td>
<td>14-30-426-030</td>
<td>SEARLES, BRIAN</td>
<td>196 Liberty St., Pontiac, MI 48341</td>
<td>2</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>7</td>
<td>51 Murray St.</td>
<td>14-30-476-023</td>
<td>LUTKENHOFF, DAWN</td>
<td>4802 Waldon Woods Dr., Commerce Twp., MI 48382</td>
<td>6</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>8</td>
<td>95 Mark Avenue</td>
<td>14-30-402-058</td>
<td>MATHWEBS MANAGEMENT LLC</td>
<td>741 Scottwood, Pontiac, MI 48340-3156</td>
<td>2</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>9</td>
<td>117 Murphy Avenue</td>
<td>14-29-255-007</td>
<td>ELOBY, BENNY D</td>
<td>51 Murray, Pontiac, MI 48342-2041</td>
<td>1</td>
<td>1/30/2019</td>
<td>1/28/2019</td>
</tr>
<tr>
<td>10</td>
<td>51 Murray Street</td>
<td>14-29-335-004</td>
<td>ANTHONY, MARY E</td>
<td>842 Orlando, Pontiac, MI 48340-2355</td>
<td>3</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>11</td>
<td>72 N. Paddock St.</td>
<td>14-28-332-006</td>
<td>ROBERT SPARER FOR MORRISON, WM</td>
<td>6168 Sprader Dr., White Lake, MI 48383</td>
<td>7</td>
<td>1/24/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>12</td>
<td>77 Prall Street</td>
<td>14-29-309-023</td>
<td>J PODSCHLUE CONSTRUCTION LLC</td>
<td>143 Cady Ctr Ste 180, Northville, MI 48167</td>
<td>1</td>
<td>1/24/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>13</td>
<td>27 Steinbaugh Court</td>
<td>14-29-303-007</td>
<td>KELLEY, MICHAEL P.</td>
<td>160 State, Pontiac, MI 48341</td>
<td>1</td>
<td>1/24/2019</td>
<td>1/25/2019</td>
</tr>
<tr>
<td>14</td>
<td>989 E. Walton Blvd.</td>
<td>14-10-378-009</td>
<td>RISCA, ALEZANDRU</td>
<td>5855 Glasgow, Troy, MI 48085</td>
<td>5</td>
<td>1/30/2019</td>
<td>1/25/2019</td>
</tr>
</tbody>
</table>
The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered ________________

**Note:** Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

**FIRM NAME, ADDRESS AND PHONE NUMBER:**

简单文本文档内容。
APPENDIX B
Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3
"Code of Standards of Conduct,"
24 CFR Part 85.36 (b) (3):
(Applicable to Community Development Block Grant Expenditures)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in 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. Such a conflict would arise when:

(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee’s and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date: ______________
Signature: ______________________________
Printed name: ______________________________
APPENDIX D
INSURANCE

1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

1. **Workers’ Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers’ Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of $100,000 each accident for any employee.

2. **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

3. **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Professional Liability Insurance** in an amount not less than $1,000,000 per occurrence and $1,000,000 aggregate. If this policy is claims made form, the contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of 3 years after the termination of this contract.

5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance The City of Pontiac may have in effect shall be considered secondary and/or excess.
6. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Administrator for the City of Pontiac.

7. **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

8. **Expiration of Policies:** If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3. **INDEMNIFICATION CLAUSE**

To the extent permitted by law, the Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his
subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days’ notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: __________________________

Its: __________________________
APPENDIX E
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

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

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;


d. "Minority" includes:

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

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

   (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

   (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontract a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

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

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

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

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access
to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

(    ) Female  (    ) Male

(    ) White Americans: persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

(    ) Black Americans: persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

(    ) Native Americans: persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

(    ) Hispanic Americans: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

(    ) Asian/Pacific Americans: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

(    ) Other: Please Specify: __________________________________________________________

Date __________________________________________________________
Project _________________________________________________________
Business Name ____________________________________________________
Representative Name ______________________________________________
Position _________________________________________________________
Signature _______________________________________________________

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196
NOTICE
Thank you for your inquiry regarding the City of Pontiac project listed below:

Asbestos Abatement Batch 15

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

Firm Name: ____________________________
Project Name: ____________________________
Firm’s Contact Person: ____________________________
Telephone Number: ____________________________
Fax Number: ____________________________
E-Mail Address: ____________________________
Postal Address: ____________________________

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.
Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.

2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.

3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.

5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.

6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.

7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

__________________________  ____________________________
General Contractor                              Title

Signature
OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT
SECTION 3
INCOME CERTIFICATION FORM

Name: ____________________________ Date: _______________________

Address: ____________________________
City & State: ____________________________
Zip: ____________________________

Telephone Number: ____________________________ FAX Number: ____________________________ Email Address: ____________________________

As an employee of ____________________________, I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Section 3 Gross Household Income Limits</th>
<th>CHECK ONE (✓)</th>
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<tbody>
<tr>
<td></td>
<td>Household Income Less Than (✓)</td>
<td>Household Income More Than (✓)</td>
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<tr>
<td>1</td>
<td>$39,100</td>
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<td>8</td>
<td>$73,750</td>
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PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: ____________________________

Signature: ____________________________ Date: _______________________

Section3CertForm.kjc
Oakland County Community & Home Improvement Division
Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

<table>
<thead>
<tr>
<th>Contractor Name:</th>
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<th>Oakland County CDBG File #:</th>
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<th>Municipality:</th>
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<th>Project Name:</th>
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<th>Contract Amount: $</th>
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<th>Time on Job: From: To:</th>
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</table>

Review the information below and check all that apply for this project:

- We have **not hired** any new employees.
- We have **hired** employees that live within the Metropolitan Statistical Area (MSA) Target Area Vicinity.
- We have **hired** employees who meet Section 3 criteria.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

- We have **advertised** to fill vacancies at the site, where work is taking place, in connection with this project via the following:
  - Place signs or posters in prominent places within the target area vicinity.
  - Taken photographs of the above item to document that the above step was carried out.
  - Distribute employment flyers in locations accessible to MSA vicinity residents.
  - Post employment flyers in various locations within the MSA vicinity areas.
  - Kept a log of all applicants and indicated the reasons why MSA Target Area Vicinity residents and/or Section 3 residents who applied were not hired.
  - Requested training on MSA Vicinity Hiring and Section 3 employment requirement.

Print Name: ______________________ Signature: ______________________

Date: ______________________