



CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

**2017 PROGRAM YEAR YARD
SERVICES CONTRACT, M-686**

CITY COUNCIL

Marian McClellan, Mayor
Solomon Radner, Mayor Pro Tem
Ken Rich
Carolyn Burns
Regina Weiss

CITY OFFICERS

City Manager
Erik Tungate

City Clerk
T. Edwin Norris

CITY ENGINEER

Kevin J. Yee, P.E.

**2017 PROGRAM YEAR YARD
SERVICES CONTRACT, M-686
CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN**

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**PROPOSAL FORM
FOR
2017 PROGRAM YEAR YARD SERVICES CONTRACT, M-686**

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed work and the conditions under which it must be performed, and agrees that he will contract with the Owner to furnish, at and for the following prices, all materials, labor, equipment and all things necessary to complete the entire work in accordance with the plans, specifications and related documents. Which he understands and accepts as adequate.

2016 PROGRAM YEAR - YARD SERVICES CONTRACT					
Item	Item Description	Quantity	Unit	Price	Amount
1	Lawn Mowing, Average Sized Lot	1	EACH	\$	\$
2	Lawn Mowing, Larger or Corner Lot	1	EACH	\$	\$
3	Snow Removal, Average Sized Lot, 2" - 4"	1	EACH	\$	\$
4	Snow Removal, Average Sized Lot, 4" - 8"	1	EACH	\$	\$
5	Snow Removal, Average Sized Lot, 8" or more	1	EACH	\$	\$
6	Snow Removal, Larger or Corner Lot, 2" - 4"	1	EACH	\$	\$
7	Snow Removal, Larger or Corner Lot, 4" - 8"	1	EACH	\$	\$
8	Snow Removal, Larger or Corner Lot, 8" or more	1	EACH	\$	\$
9	Yard Clean Up, Average Sized Lot	1	Per Hour	\$	\$
10	Yard Clean Up, Larger or Corner Lot	1	Per Hour	\$	\$
11	Administration Fee (Not to Exceed 15%, based on \$29,800.00)	1	LSUM	%	\$

BID TOTAL	\$
------------------	-----------

WRITTEN AS:

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate firm and strike out the other two)

A CORPORATION, duly organized and doing business under the laws of the State of _____,
for whom _____, whose signature is affixed to this proposal, is duly authorized
to execute contracts.

A PARTNERSHIP, All members of which, with addresses, are:

AN INDIVIDUAL, whose signature is affixed to this proposal:

ATTACHMENTS: The following documents are attached to and made a condition of this Bid:

- a. A listing of Subcontractors and other persons and organizations required to be identified in the bid
- b. Statement of Qualifications.
- c. Public Act 517
- d. Noncollusive Affidavit.

BULLETINS: Bidder acknowledges receipt of the following bulletins.

No. _____ Date _____.

No. _____ Date _____.

No. _____ Date _____.

The Bidder hereby declares that he has inspected the site of the work and further declares that no charges in addition to the unit prices shall be made on account of it.

If the undersigned enters into the contract in accordance with this Proposal or if his Proposal is rejected, then the accompanying bid guarantee shall be returned to the undersigned.

In submitting this bid, it is understood that the City of Oak Park may make award in any manner deemed by it or reject any or all bids in its sole discretion for any reason or no reason at all.

SIGNED AND SEALED THIS _____ DAY OF _____, A.D. 20 _____ .

Firm Name

Name

Authorized Signature

Title

MAILING ADDRESS:

TELEPHONE NO.

**THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND
MADE A PART OF EACH AND EVERY BID PROPOSAL
TO THE CITY OF OAK PARK**

NONCOLLUSIVE AFFIDAVIT

State of Michigan, County of _____

_____, BEING DULY SWORN

Deposes and says that:

1. The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and;
2. The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

SIGNATURE OF THE BIDDER

Subscribed and sworn to before me this _____ day of _____,
20____, a notary public in and for said County.

Notary Public, _____,
County, Michigan.

My commission expires:

PUBLIC ACT 517 OF 2012 CERTIFICATION

STATE OF MICHIGAN)

) SS.

COUNTY OF)

Public Act 517 of 2012 prohibits Iran linked businesses from bidding on public projects in the State of Michigan. 'Iran linked business' is defined in MCL 129.312. Pursuant to Public Act 517 of 2012, Bidder certifies that it is not an Iran linked business.

This affidavit is freely and voluntarily given with full knowledge of the facts on this _____ day of _____, 20____.

Contractor

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan on this _____ day of _____, 20____.

Notary Public: _____

My Commission expires: _____

STATEMENT OF QUALIFICATIONS

The Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. The Bidder may submit any additional information.

NAME: _____

ADDRESS: _____

PHONE: _____

Number of Years operating under your present name: _____

Bonding Capacity: \$ _____

Bonding Company: _____ Phone: _____

General nature of work performed by your company: _____

Background and experience of the principal members of your organization, including officers:

Major equipment available for this contract: _____

CURRENT PROJECTS:

	<u>Project</u>	<u>Project</u>
Name:	_____	_____
Owner:	_____	_____
Contact Person:	_____	_____
Phone:	_____	_____
Contract Amount:	_____	_____
Completion Date:	_____	_____
% Complete:	_____	_____

COMPLETED PROJECTS:

Name:	_____	_____
Owner:	_____	_____
Contact Person:	_____	_____
Phone:	_____	_____
Contract Amount:	_____	_____
Date Completed:	_____	_____

Has your company ever defaulted on a contract? Yes _____ No _____

If yes, where and why? _____

I hereby certify that the above answers are correct and true.

By: _____
Name and Title

Signature

No. of sheets attached _____

SUBCONTRACTOR LISTING

The Bidder agrees to use the following Subcontractors for the performance of the work of their respective trades unless otherwise approved in writing by the Owner prior to signing of the Contract.

NAME, ADDRESS & PHONE
NO. OF SUBCONTRACTOR

APPROX. DOLLAR
VALUE OF SUBCONTRACT

Phone: _____

Phone: _____

Phone: _____

CONTRACT

ARTICLE OF AGREEMENT, made and entered into this _____ day of _____,
20 _____, by and between CITY OF OAK PARK
14000 OAK PARK BLVD.
OAK PARK, MI 48237

Party of the first part, and _____

of the City of _____, County of _____ and State of _____
_____, party of the second part, to-wit:

- (1) That the Advertisement for Bids, Proposal, Subcontractor Listing, Statement of Qualifications, Contractors Declaration, Contractors Affidavit, Noncollusive Affidavit, Insurance and Bond Requirements, Insurance Documents (certificates), Special Provisions, Schedule,, Notice to Proceed, and any Change Orders hereto attached or herein referred to, shall be and are hereby made a part of this agreement and contract.
- (2) That the party of the second part, under penalty of bond attached shall furnish all labor, materials and equipment necessary, and do all the work as set forth in the proposal:

2017 PROGRAM YEAR YARD SERVICES CONTRACT, M-686

according to the specifications, plans, etc., which have been made a part of this contract in a manner, time and place, all singular, as herein set forth.

IN CONSIDERATION WHEREOF, said party of the first part, for it and its successors, promises and agrees to pay said party of the second part, the following sum as provided in the attached proposal:

for completion of the above project in accordance with the specifications, plans, etc., all in the time and manner therein provided.

For the faithful performance of all and singular of the stipulations, terms and conditions of this agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hand and seals, in duplicate, the day and year first above written.

WITNESS:

CITY OF OAK PARK
a Michigan Municipal Corporation

By: _____
Marian McClellan, Mayor

By: _____
Erik Tungate, City Manager

By: _____
T. Edwin Norris, City Clerk

Approved as to Form:

By: _____
Ebony L. Duff, City Attorney

WITNESS:

Party of the Second Part

By: _____

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
_____ to _____ A.D., 20 _____,
performed any work, furnished any material, sustained any loss, damage or delay for any reason,
including soil conditions encountered or created, or otherwise done anything for which I shall
ask, demand, sue for or claim compensation from _____

_____ **THE CITY OF OAK PARK** _____

or his agents, in addition to the regular items set forth in the contract numbered
_____ M-686 _____ and dated _____, for

2017 PROGRAM YEAR YARD SERVICES CONTRACT

executed between myself and the Owner, and in the Change Orders for work issued by the
Owner in writing as provided there under, except as I hereby make claim for additional
compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)

)SS.

COUNTY OF)

The undersigned, _____ hereby represents that on _____ he (it) was awarded a contract by THE CITY OF OAK PARK, MICHIGAN hereinafter called the Owner, to 2017 PROGRAM YEAR YARD SERVICES CONTRACT, M-686 in accordance with the terms and conditions of the Contract. The undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of said contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this _____ day of _____, 20____.

Contractor

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan on this _____ day of _____, 20____.

Notary Public: _____

My Commission expires: _____

**CITY OF OAK PARK
SPECIAL PROVISION
FOR
LAWN MOWING**

Description of Work

The City of Oak Park requires lawn care services to be provided to Oak Park senior citizens through Community Development Block Grant (CDBG) funding. Cutting the lawns includes cutting the front grass from curbside up from one side of the property line to the other and cutting the backyard everything within the fence line. Also included is weed whipping for any and all weeds (including between the sidewalk and driveway cracks, all grass or weeds behind garages, ramps and porches, grass strips between property lines and grass strips coming down the middle of the driveway and blowing of grass clippings off of walkways, drives, and flower beds around bushes and alongside of houses. There are two separate bid items for Lawn Mowing, they include an “average sized lot” and a “larger or corner lot”. Average size residential lawns will be approximately fifty (50) feet by one hundred twenty-five (125) feet with standard fifty (50) by five (5) foot wide concrete city sidewalks.

The contractors shall not leave piles of grass clippings on the sidewalk, driveway, or street.

All dog residue will be the responsibility of the resident prior to contractor’s arrival.

Upon completion, the property must be left in a neat and orderly condition free of clippings on the driveway and sidewalk.

All lawn mowing shall be performed between the hours of 8:00 a.m. and 7:00 p.m., MONDAY through SUNDAY, unless otherwise authorized by the City of Oak Park.

Measurement and Payment

The completed work as measured for Lawn Mowing will be paid for at the contract unit prices. For the following contract items (pay items).

<u>Item Description</u>	<u>Unit</u>
Average Sized Lot Lawn Mowing	EACH
Larger or Corner Lot Lawn Mowing	EACH

Unit Prices paid shall be considered full payment for all labor, material and equipment needed to accomplish this work.

**CITY OF OAK PARK
SPECIAL PROVISION
FOR
SNOW REMOVAL**

Description of Work

The City of Oak Park requires snow removal services to be provided to Oak Park senior citizens through Community Development Block Grant (CDBG) funding. Snow removal may be by shovel or snow blower. Caution must be demonstrated in the blowing or piling of snow on neighboring homes, vehicles, and structures. Snow removal shall include the City sidewalk, walkway to the home, driveway, and driveway apron to the street. Access to and from the home (including porch), mailbox and garage, and access to and from home dependent on client need (may need removal including walkway to side or back door due to mobility issues) as well.

There are six separate bid items for Snow Removal, they include 3 “average sized lot” and 3 “larger or corner lot”. Average size residential lawns will be approximately fifty (50) feet by one hundred twenty-five (125) feet with standard fifty (50) by five (5) foot wide concrete city sidewalks.

All snow removal must take place within 36 hours after the snow has stopped falling. If the snow is not removed within the 36 hours, regardless of the magnitude of the snow event, the management company awarded the CDBG Yard Services will be responsible for the cost of any code ordered snow removal.

All snow removal shall be performed between the hours of 8:00 a.m. and 7:00 p.m., MONDAY through SUNDAY, unless otherwise authorized by the City of Oak Park.

Measurement and Payment

The completed work as measured for Snow Removal will be paid for at the contract unit prices. For the following contract items (pay items).

<u>Item Description</u>	<u>Unit</u>
Snow Removal, Average Sized Lot, 2" - 4"	EACH
Snow Removal, Average Sized Lot, 4" - 8"	EACH
Snow Removal, Average Sized Lot, 8" or more	EACH
Snow Removal, Larger or Corner Lot, 2" - 4"	EACH
Snow Removal, Larger or Corner Lot, 4" - 8"	EACH
Snow Removal, Larger or Corner Lot, 8" or more	EACH

**SPECIAL PROVISION
FOR
YARD CLEAN UP**

Description of Work

The City of Oak Park requires yard clean up services to be provided to Oak Park senior citizens through Community Development Block Grant (CDBG) funding. Yard clean ups include the bagging of all leaves on the entire property in approved paper yard waste bags. During the fall months, the City of Oak Park's has special clean up times where the contractor can rake or blow the leaving into the street. The leaves must be placed directly at the curb line of the street no sooner than one week before the curb side pick-up times designated by the City of Oak Park. There are two separate bid items for Yard Clean Up, they include an "average sized lot" and a "larger or corner lot". Average size residential lawns will be approximately fifty (50) feet by one hundred twenty-five (125) feet with standard fifty (50) by five (5) foot wide concrete city sidewalks.

All yard clean ups shall be performed between the hours of 8:00 a.m. and 7:00 p.m., MONDAY through SUNDAY, unless otherwise authorized by the City of Oak Park.

Measurement and Payment

The completed work as measured for Snow Removal will be paid for at the contract unit prices. For the following contract items (pay items).

<u>Item Description</u>	<u>Unit</u>
Average Sized Lot Yard Clean Up	EACH
Larger or Corner Lot Yard Clean Up	EACH

**SPECIAL PROVISION
FOR
ADMINISTRATION**

Description of Work

The City of Oak Park requires yard services to be provided to Oak Park senior citizens through Community Development Block Grant (CDBG) funding. The administration fee will include the following:

Certification of eligibility of clients requesting services using CDBG approved eligibility certification forms and getting copies of proof of age. Clients must meet age and CDBG income standard of very low income by self-declaration.

Payment requests including required supporting documentation will be submitted on a quarterly basis, including the street address of all clients served.

The contract shall be effective for 18 months from the beginning date or when funding has been expended, whichever comes first.

Receive and maintain records pertaining to the monies received in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the Count of Oakland, the US Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any other of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds ad this agreement for the purpose of audit or examination.

Provide management and personnel to adequately perform the services prescribed by this agreement.

Be solely responsible for any and all taxes (federal, state and /or local); worker's compensation insurance; disability payments' social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Service Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.

The Service Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Contractors are requested to indicate the names of organizations where they have been providing the same type of lawn service and/or snow removal service in the past.

<u>Item Description</u>	<u>Unit</u>
Administration Fee (Not to Exceed 15%, based on \$29,800.00 Contract)	LUMP SUM/PERCENT

Insurance Requirements

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

The awarded Contractor shall not commence work under this Contract, until he/she has obtained the insurance required under this paragraph, nor shall the Contractor permit a Subcontractor to commence work on his/her subcontract, until he/she has obtained the insurance herein required. "All insurance companies shall be presently licensed to do business in the State of Michigan and be acceptable to the City of Oak Park."

The Contractor agrees to indemnify, defend and save harmless, the City of Oak Park, their agents and employees, from and against all loss or expense (including costs for attorney's fees), by reason of liability imposed by law upon the City, its agents and employees, for damages to property and for damages because of bodily injury, including death at any time resulting there from, arising out of, or in consequence of the performance of the work pursuant to this contract, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the Contractor, his/her Subcontractors, the City of Oak Park and their agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Oak Park or their agents or employees.

WORKER'S COMPENSATION INSURANCE:

The Contractor shall maintain, during the life of this contract, Worker's Compensation Insurance for all of his/her employees in the amount of \$500,000 who engage in the work to be performed; and, in case any work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, public liability and property damage insurance on an occurrence basis with limits of liability not less than one-million dollars (\$1,000,000.00) per occurrence and/or three-million dollars (\$3,000,000) aggregate Combined Single Limit, Personal Injury, and Bodily Injury and Property Damage.

OWNER'S AND CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance, in the name of the City of Oak Park on an occurrence basis with the limits of liability not less than one-million dollars (\$1,000,000.00) per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage.

The Contractor shall require each of his/her Subcontractors to procure and maintain, during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance on an occurrence basis with limits of liability not less than one-million dollars (\$1,000,000.00) per occurrence and/or aggregate Combined Single Limits, Personal Injury, Bodily Injury and Property Damage.

CONTRACTOR'S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:

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 not less than one-million dollars (\$1,000,000.00) per occurrence and or aggregate Combined Single Limit, Personal Injury, and Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall provide the City of Oak Park, at the time this contract is returned for execution, the certificates and policies listed below. A guarantee that thirty (30) days notice will be given to the City of Oak Park, prior to cancellation of, or change in, any insurance coverage, shall be endorsed on each certificate and policy.

Four (4) copies of the Certificate of Coverage of Contractor's Worker's Compensation Insurance.

Four (4) copies of the Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.

Four (4) copies of the Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles.

Original policy, or original binder pending issuance of policy of Owner's and Contractor's Protective Public Liability and Property Damage Insurance.

ADDITIONAL INSURED:

The General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement naming the City of Oak Park, as additional insured. The following wording shall be used within the Insurance Contract:

“Additional Insured, the City of Oak Park, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers thereof.”

Measurement and Payment

The completed work as measured for Administration will be paid for at the contract unit prices. For the following contract items (pay items).

**SPECIAL PROVISION
FOR
OAKLAND COUNTY CDBG PUBLIC SERVICE CONTRACT**

Description of Work

Attached in appendix A is the required Oakland County CDBG Public Service contract. Upon award of this project the Public Services Contract will have to be executed in addition to the City of Oak Park's contract.

APPENDIX

A

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2017**

Municipality

Service Agency

Effective Date: July 1, _____ *Ending Date: December 31,* _____

This contract shall be effective for 1.5 years from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed 1.5 years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: _____ **Account Name:** _____

Total CDBG Dollar Amount of Contract: \$ _____

Section I. AGREEMENT

This contract is made this day, ___/___/_____, between _____,
(Name of Service Agency)
hereinafter designated as the "Service Agency", having its principal office at

(Service Agency Address)
and, _____, hereinafter designated as the "Municipality",
(Name of Municipality)
having its principal office at _____.
(Municipality Address)

Section II. PURPOSE

A) The purpose of this contract shall be: **(List a detailed description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** _____

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of four years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount specified above.
- B) The municipality shall require written documentation of the client benefit qualification to be kept on site with the agency.
- C) The municipality must monitor the service agency at least once during the contract period.
- D) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.

Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.
- B) Client Eligibility: All clients served under this agreement shall be qualified via either the HUD section 8 income verification or the HUD “presumed benefit” verification.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, marital status, sexual orientation, or gender identity be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.

- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.
- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.
- N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name:

Name:

Representative Name:

Representative Name:

Phone #:

Phone #:

Address:

Address:

E-mail Address:

E-mail Address:

IRS #:

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. CDBG funds may not be legally obligated until after the municipality has received the official award of funds letter for this program year.

SERVICE AGENCY

MUNICIPALITY

Name:

Name:

Officer Name:

Officer Name:

Officer Title:

Officer Title:

Signature:

Signature:

Witnessed:

Witnessed:

Date:

Date: