



CITY OF NILES

TOT PARK PLAYGROUND INSTALLATION

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City of Niles
Department of Public Works
333 N 2nd St.
Niles, MI 49120
(269) 683-4700

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April 2024

ADVERTISEMENT FOR BIDS

CITY OF NILES, MICHIGAN

TOT PARK PLAYGROUND INSTALLATION

Sealed proposals will be received by the City of Niles, Michigan in the office of the City Clerk until 9:00 A.M. Local Time on May 16, 2024, at which time and place the proposals will be publicly opened and read aloud for designing, furnishing, and installing playground equipment and other park improvement work at Tot Park in the City of Niles.

The proposals as well as the plans and specifications under which the work will be done for the above project are on file and may be examined at the City's website - http://www.nilesmi.org/frequently_requested/bids_and_proposals.php and also at various on-line plan rooms. If prospective bidders are unable to access these documents, contact the DPW Director at (269-683-4700) ext. 3060 to request assistance.

A certified check or bidder's bond in an amount of not less than five percent (5%) of the amount of the proposal will be required with each proposal

All bidders are required to sign a certification that they will comply with all Federal and State non-discrimination laws and regulations.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal, which in the opinion of the City Council is most advantageous to the City.

Work under this project is subject to the most recent current Federal Davis-Bacon Wage Determination.

No bid shall be withdrawn after the opening of bids for a period of forty-five (45) days after the scheduled time of receiving bids.

CITY OF NILES
Joseph Ray
Public Works Director

PROPOSAL TO THE CITY OF NILES, MICHIGAN

TOT PARK PLAYGROUND INSTALLATION

The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file in the Department of Public Works, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the **Tot Park Playground Installation** and related work in the City of Niles, all in accordance with the specifications as prepared by Joseph Ray, Public Works Director, at and for the following named unit prices to wit:

Tot Park Playground Installation

Item	Description	Total Price
1	Tot Park Playground Installation	\$ _____

TOTAL BID PRICE (BASE BID) \$ _____

BIDDER'S EXCEPTIONS OR COMMENTS:

COMPLETION DATE: _____

SUB-CONTRACTORS: _____

LIST NUMBER OF EMPLOYEES YOU PLAN TO HAVE SIGNIFICANTLY INVOLVED WITH THIS PROJECT AT ANY ONE TIME?: _____

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT:

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

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

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

The undersigned attaches hereto a bidder's bond or certified check in the sum

of _____

_____ dollars (\$ _____) as required in the Instruction to Bidders and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, then said City may at its option determine that the undersigned has abandoned his right and interests in such proposal and that the certified check accompanying his proposal has been forfeited to the said City, but otherwise, the said certified check shall be returned to the undersigned upon the execution of such contract and the acceptance of his bond or upon rejection of this proposal

Proposal – continued

In interest of expediting the award of this contract the undersigned may be required to show that he has performed work similar to that included for a period under the proposed contract for which his proposal is offered.

In submitting this bid it is understood that the right is reserved by the City of Niles to reject any and all bids. It is agreed that this bid may not be withdrawn of forty-five (45) days after the opening thereof.

Dated and signed at _____, State of _____,
this _____ day of _____, 2024

Company Name

Name of Bidder (Print or Type)

Signature of Bidder (Authorized Signature)

Title: _____

Business Address: _____

Telephone Number _____ FAX Number _____

Cell Phone Number _____

E-Mail Address _____

CERTIFICATION OF NON-DISCRIMINATION

Please Check One

A. Contractor _____ B. Supplier _____ C. Other _____

Project/Product Description

TOT PARK PLAYGROUND INSTALLATION

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Niles:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.

2. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.

3. The undersigned will indemnify and hold harmless the City of Niles, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.

Signature

Date

Print Name

Company Name

INSTRUCTIONS TO BIDDERS

Work to be Done

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for the proposed park improvement project and other related work complete and in accordance with the plans and specifications.

Construction Conditions

It is required that each bidder will examine the plans and specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain firsthand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other environmental conditions that may affect his work.

Basis Upon Which Proposals are Solicited

Proposals are solicited for the proposed park improvement project as shown on the plans or described in the specifications. The basis on which proposals will be received will be that of unit prices for the work described in the Form of Proposal.

The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable beforehand, are to be regarded as approximate only, and as being given for the general guidance of bidders and as a basis upon which the different proposals will be compared. The City reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the Contractor will be paid for the actual amount of work completed and accepted by the City and at prices stated in his proposal.

Time of Completion

The Contractor shall commence work under this contract as soon as possible and shall fully complete all work under this contract by Sunday, September 1st, 2024.

Liquidated Damages

The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$50.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

Form of Proposal

All proposals must be made and signed by the bidder in the form attached hereto.

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

Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Niles, Michigan, and labeled on the outside **"SEALED BID FOR TOT PARK PLAYGROUND INSTALLATION"**

Conformity to Plans and Specifications

Proposals must be made in full conformity to all the conditions as set forth in the plans and specifications for the work now on file in the Department of Public Works.

Name, Address and Status of Bidder

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which its articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners.

Anyone signing a proposal as an agent of another or others must submit with his proposal legal evidence of his authority to do so.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after his signature.

Financial Statement

If required by the City, each bidder under consideration may be required to submit a statement of his/her financial status.

Certified Check or Bidder's Bond

Each proposal must be accompanied by a certified check for a sum of not less than five percent (5%) of the amount of the proposal drawn upon some local bank, or upon some other well-known bank in good standing, or upon New York or Chicago Exchange, or a U.S. Government standard form of bidder's bond by a recognized surety company in an amount of five percent (5%) of the amount of the proposal, as a guarantee on the part of the bidder that he will, if called upon to do so, enter into a contract, in the attached form to do the work covered by such proposal and at the prices stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bidder's bond shall be made out to the Treasurer of the City of Niles, Michigan, and shall be subject to the conditions specified in the proposal.

Written or Oral Explanations

Should a bidder find discrepancies in or omission from the contract documents, plans or specifications, or should he be in doubt as to their meaning, he may at once notify the Public Works Director, and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The Public Works Director will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

Execution of Contract

The bidder whose proposal shall be accepted will be required to execute the contract in the form attached hereto and to furnish sureties as hereinafter specified, within ten consecutive calendar days after receipt of notice of such acceptance. In case of his refusal to do so, he will be considered to have abandoned all of his rights and interests in the award and his certified check or bidder's bond may be declared to be forfeited to the City and the work may be awarded to another.

Bonds and Insurance

The successful bidder will be required to execute two bonds for the City of Niles portion of the work, with surety acceptable to the City; one bond to be executed to the City of Niles, Michigan, to be in the amount of one hundred percent (100%) of the full contract price and is to be conditioned for the faithful fulfillment of the contract and to include the protection of the City from all liens and damage arising out of the work; and the other bond to be executed to the people of the State of Michigan; to be in the amount of one hundred percent (100%) of the full contract price and to be condition for the payment of all labor and materials and for the protection of the City from all liens and damage arising therefrom.

The Workman's Compensation Insurance and Public Liability and Property Damage insurance in the amount specified in the general Conditions must be carried by the Contractor who undertakes the work of the contract and the City of Niles shall be listed as an additional insured on the policy.

Right to Accept, to Reject and to Waive Defects

The City reserves the right to accept any proposal, or reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineations in the contract documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. The City will also consider as irregular and subject to rejection proposals that are clearly unbalanced.

Award of Contract

The contract shall be deemed as having been awarded when the Public Works Director shall has duly served formal notice of award upon the bidder to whom the City contemplates awarding the contract.

Withdrawal of Bids

Any bidder who has submitted a proposal to the City may withdraw his bid at any time prior to the scheduled time for the receipts of bids. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.

Return of Bid Deposits

The bid deposit of all except the three lowest bidders shall be returned within three (3) days after the opening of the bids. The bid deposit of the three lowest bidders will be returned within forty-eight (48) hours after contract and the City has finally approved required bonds.

* Please note that the contract will not be fully awarded until approved by HUD

GENERAL CONDITIONS

Definition of Terms

The following terms as used in these CONTRACT documents are defined as follows:

Contractor - The person, firm or corporation to whom the within contract is awarded by the City and who is subject to the terms thereof.

Sub-Contractor - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.

Project - The public improvement proposed by the City to be constructed under this contract.

City - The City of Niles, Michigan

Owner - The City of Niles, Michigan and/or private property owner.

Common Council - The legislative body of the City Government of the City of Niles.

Engineer - The Public Works Director, Assistant Public Works Director, or other properly authorized representatives.

Engineering Supervision

The work covered by this contract will be executed under the engineering supervision of the Engineer, who shall have the authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding plans and specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions on the contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this contract, by assistants under his direction, or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligation to fully meet all requirement of his contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated into the work. The Contractor shall furnish, upon request therefore by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the plans or specifications may be rejected by the Engineer, and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of work.

The Engineer and his/her duly authorized agent and employees may, at any time and for any purpose enter upon the work and upon the premise occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which they may have convenient access to such parts of the work as may be required.

Measurements

Due and proper measurement of the work will be taken by the Engineer during the progress of the work, and his/her estimates based upon such measurements shall be final and conclusive evidence of the amount of work performed under this contract.

Protection Against Accidents

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and shall furnish such watchman as will effectually prevent any accidents in consequence of his/her work; and he/she shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his Sub-Contractors, agents, employees or workman. The Contractor shall use safety devices that conform to the Michigan Manual of Uniform Traffic Control Devices.

Contractor's Insurance

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

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

b. Public Liability and Property Damage Insurance: * The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by himself/herself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

* Construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage claims arising from the operations under this contract.

Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for each occurrence for injuries, including accidental death to any person, and property Damage Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence.

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required and the City of Niles shall be listed as an additional insured on the policy.

Protection of Work

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

No trees or shrubbery of any kind shall be moved or destroyed by the Contractor without written permission of the Engineer, and the Contractor will be held fully responsible for any damage incurred by this work to adjoining trees and shrub. Ample precaution shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replace in a manner acceptable to the Engineer.

The Contractor shall assume full responsibility for the loss or damage to the work during the entire construction period resulting from the caving earth and from storms, floods, frost, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the owner, and shall turn the finished work over to the owner in good condition and repair, at the time of final estimate. This responsibility of the Contractor shall cover all those elements included as extra work under this contract in exactly the same manner as the regular work is covered.

Stored Materials

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as to not to interfere with street drainage, or with fire hydrants, or with access hereto, and to hinder any more than may be necessary to maintain the ordinary traffic of the street.

Labor Laws and Ordinances

The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work. The Contractor shall also obey and abide by all the laws and requirements of the City regulating or applying to public improvements, specifically, Ordinance No. 165, Section 6, which states that the Contractor shall be obligated not to discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, nation origin, or ancestry, and said Contractor shall be required to include a similar provision in all sub-contracts. The Contractor, as used in Ordinance No. 165, is defined and declared to be only employers of four or more employees.

Disorderly Employees

Disorderly, intemperate or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

Sanitary Regulations

The Contractor shall provide at convenient points, properly secluded from observation a sufficient number of toilets for the use of the employees and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work.

Water Supply

The Contractor shall make all necessary arrangements for securing an adequate water supply for use in construction and for drinking water for his employees. Water may be taken from the City water mains by making suitable application to the City of Niles Utilities Department. City water drawn from fire hydrants may not be available for this project. If City water is used on the work, the Contractor shall make the necessary advance arrangements and applications and pay all costs involved. Connections, piping and fittings for conveying water shall be furnished and maintained by the Contractor. The Contractor shall make payment for water used to the City of Niles Utilities Department in accordance with their regular established rates.

Clean Up

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises that he/she has occupied during the construction period.

Before the time of final estimate, the Contractor shall remove from the premises all surplus excavation, debris and rubbish and all unused materials, together with all tool and equipment, or shall deposit them at such point and in such manner as the Engineer may require.

Right of Way

In carrying out the work on private right-of-way, the Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself/herself strictly within the rights secured by the City. The city will endeavor to obtain right-of way in plenty of time ahead of construction work, but there shall be no claim for loss of damage by the Contractor due to unforeseen delay on the part of the City in securing the right-of-way.

Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this contract and over the method may be distinctly demand by the plans. The Engineer may, however, make such reasonable requirements as may, in his/her judgment, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.

Sunday and Night Work

No Sunday work shall be done except in a case of emergency or to protect from damage or injury any work that has already been done; and then only with written consent of the Engineer, and only such an extent as he may judge to be necessary.

Ordinarily no night work shall be carried on which will require the presence of the Engineer or an inspector, except with written permission of the Engineer. Night work is permissible in an emergency but the Contractor shall notify the Engineer, as far as possible in advance, of his intention to carry on such emergency work and of the time and place of doing it.

Intent of the Contract Documents

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract document is to include in the contract price the cost of all labor and materials, water, fuel, plant, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

Plans and Specifications

The nature and extent of the work to be done under this contract shall in accordance with and governed by the plans and specifications therefore which are on file in the Department of Public Works, and which copies are appended hereto and which form a part of this contract.

The specifications describe and define the kinds and quality of materials, the methods and means of construction and the character and quality of workmanship which shall enter into the work of this contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the Engineer and supplied to the Contractor during the progress of the work as the Engineer may deem to be necessary or expedient. The owner shall furnish to the Contractor, free of charge, two sets of specifications and blueprint plans.

When required by the specifications, or when called for by the owner, the Contractor shall furnish the owner, for approval, full information concerning the materials or articles which he/she contemplates incorporation in the work. Samples of the materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

Correction of Work After Final Payment

Neither the final payment nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, he/she shall remove any defects due thereto and pay for any damage due to other work resulting there from, which shall appear within one year after date of completion and acceptance.

Owner's Right to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days written notice to the Contractor and his/her surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

Sub-Contracts

This work shall not be sublet without the approval of the City.

Delays

If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or Owner's representative or by any other Contractor employed by the Owner, or by causes beyond the Contractor's control, including strikes, lockouts, fire or unavoidable casualties, then the time of completion will be extended for such reasonable time may be agreed upon by the owner and Contractor after notice in writing to the Owner of the cause of such delay. The Contractor must give such notice to the owner within five (5) days following beginning of such delay.

Termination for Breach

In the event that any of the provisions of this contract are violated by the Contractor or by any of his/her Sub-Contractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the Contractor shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be necessary therefore.

Extra Work

It is agreed that the Contractor shall do such extra work in connection with this contract as the City may especially order in writing. Such extra work may be paid for at unit prices set up in the contract or, if no prices are acceptable, at a price mutually agreed upon in advance by the Contractor and the City. But if such extra work, or any part thereof, be a kind for which no price has been agreed upon in advance, then the City will pay and the Contractor shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money to the Contractor for labor (including compensation insurance) and materials actually used therein, plus fifteen percent (15%) of such net cost for superintendent, power, the use of tools and plant, and all overhead expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor shall furnish to the Engineer at the end of each day, suitable time slips showing the name of, and number of hours worked by each workman employed thereon, suitable and adequate memoranda of materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price.

All extra work shall be done by the Contractor in effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this contract and the Contractor will be responsible for the maintenance and protection of such extra work, until the time of the final acceptance of the entire job by the City.

No claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable for the completion of such extra work and before making of the final estimate.

Alterations in Plans and Specifications

The Owner shall have the right to make alterations in the plans and specifications from time to time as the work progresses, and the exercise of said right shall not invalidate this contract nor weaken any of the Contractor's obligations under it. Such alterations shall become binding upon the Contractor upon due notification in writing by the Engineer. When such alterations are so made, and in case the amount to be added or subtracted from the contract sum cannot be agreed upon in advance, or cannot be determined by unit prices enumerated herein, the cost of the work thereby added or omitted shall be estimated by the Engineer, and in the amount so ascertained shall be added to or deducted from the contract sum provided for in the contract. In case of dissent from the said estimate by either party, the question of fair amount to be added or omitted shall be referred to three disinterested arbitrators, one to be appointed within ten (10) days by each of the parties and the third by the two thus chosen.

Materials and Workmanship

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition in bidding but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final as to whether the materials or equipment are equal to those specified.

Unless otherwise stipulated in the specifications, all workmanship, equipment, material and articles incorporated in the work covered by this contract are to be new and of best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of material as the Engineer may require. The Contractor shall furnish to the owner for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he/she contemplates installing, together with their performance capacities and other pertinent information.

The Contractor shall furnish suitable tools and building appliances to employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by him, and such labor and tools or appliances shall be substituted, therefore, by the Contractor as will meet with the approval of the Engineer.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineer, and the trade.

Payment

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work that has been done under this contract during the month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurements with exactness, but may be made either wholly or in parts by appraisalment or estimation, or by consideration of accounts for labor and material, and it shall be sufficient if it is approximate only. Any error or inaccuracy, which may occur in such progress estimate, may be allowed for or corrected in any subsequent estimate. As soon as practicable after such estimate is made up and certified, and upon receipt of a payment request from the contractor and its approval by the City, the City will pay to the Contractor, on account, a sum equal to ninety percent (90%) of the amount of such estimate, except that the City may deduct and retain out of any such partial payment a sum sufficient to meet any undischarged obligation of the Contractor for labor, materials or equipment furnished for the work in accordance with the provision herein.

General Conditions - continued

The progress estimates and payments thus provide for will include all extra work which may be done under the provisions of the contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of the contract and merely an addition to it. No allowances will be made in any progress estimate for materials furnished and delivered on the ground until such materials shall have been permanently incorporated in the work.

Contractor's Obligation to Pay Bills

Before the Contractor shall demand partial or final payment estimates or payment he will furnish the owner if and when requested to do so, supported, if requested, by sworn statements, satisfactory evidence that all persons that have supplied labor, material, or equipment for the work embraced under this contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid such sums as the Owner may deem necessary to meet lawful claims of such persons may be retained by the Owner from any monies that may be due or become due to the Contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

Owner's Right to Withhold Certain Amount

In addition to the payment by the Owner under the preceding provisions of these General Conditions, the Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover payments that may be earned or due for just claim for labor or materials furnished in and about the performance of the work on the project under this contract, b) for defective work not remedied, and c) for failure of the Contractor to make proper payment to his Sub-Contractor. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

Assignment of Contract

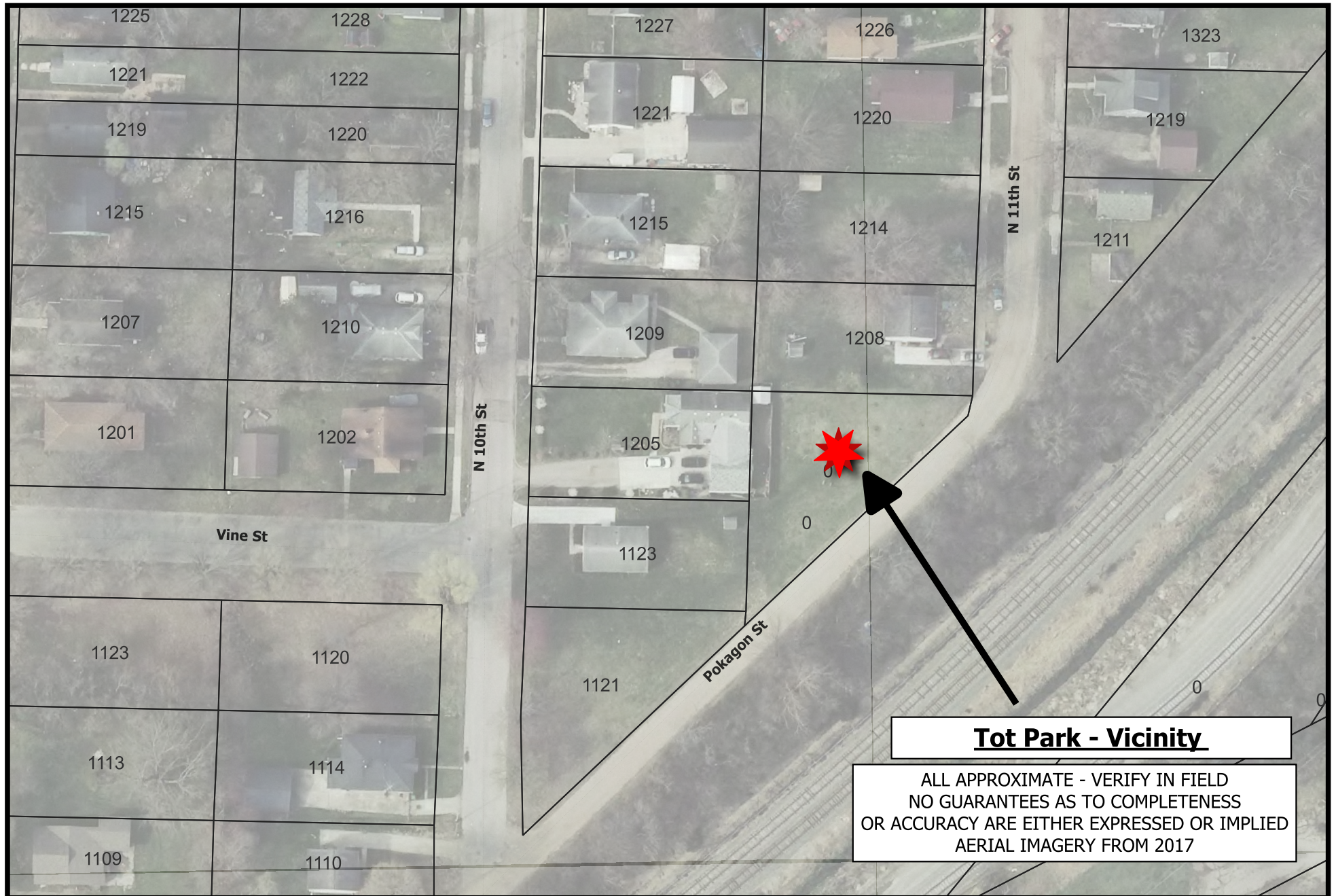
The Contractor shall not assign this contract or any part thereof without the written consent of the Owner. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid the Assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

Title in City

It is agreed that the title of all materials for which the Owner is required to pay and all work completed in full or in the course of completion shall be in the Owner. Title of all equipment not purchased by the Owner shall be in the Contractor, or in the event such equipment is rented, title shall remain the person supplying such rented equipment.

Notices

All notices provided for herein shall be served by Certified Mail addressed to the last known address of the party concerned, and it is agreed service in this manner shall be sufficient.



CITY OF NILES
DEPARTMENT OF PUBLIC WORKS
JOE RAY **DIRECTOR**
333 N. 2ND ST
PHONE 269.683.4700
WWW.CI.NILES.US

NILES, MICHIGAN 49120
FAX 269.684.3930



SPECIFICATIONS

CITY OF NILES TOT PARK PLAYGROUND INSTALLATION

PROJECT DESCRIPTION

The work to be performed under this contract shall consist of furnishing all labor, materials, tools and equipment required for the Tot Park Playground Installation in Niles, MI. All materials and work shall conform to the current Michigan Department of Transportation Standard Specifications for Construction and City of Niles Specifications unless otherwise noted or specifically waived by the Public Works Director or designee in writing.

The intent is to provide a play structure and/or separate features within a bordered area. Proposals shall cover the design and furnishing and installation of all playground equipment and other specified work.

The budgeted amount for the play structure and improvements to existing equipment is **\$30,000.**

Tot Park Playground Installation

GENERAL

This project is intended to create a playground at Tot Park in Niles, MI. (NW Corner of Pokagon St. & 11th St.) **Projects concepts shall be directed to accommodate toddlers (Ages 1 thru 5).**

Play Structure Manufacturer's Liability Insurance and Product Warranty:

Manufacturer must carry at least \$10 million in product liability insurance and have a written 10-year limited product warranty.

Miscellaneous Play Structure Proposal Requirements:

Firms submitting proposals shall submit a minimum of three (3) different proposals. Separate submittal forms shall accompany each proposal.

Firms shall submit (3) copies of each proposal being submitted. Proposals shall specify delivery date after receipt of order and an installation schedule after delivery of equipment.

Firms shall provide a list of at least (5) references where similar equipment may be viewed including city, contact person, address, and phone number.

Proposals should show evidence that they meet or exceed all current ADA, ASTM, and CPSC guidelines and are IPEMA Third Party Certified to ASTM F1487.

Play structure proposals should include:

- 2D plan views for each proposal.
- 3D color CADs of each proposal.
- Descriptive product literature for playground equipment and descriptive product literature for safety surfacing.
- General product specifications.
- Color chart for all components, decks, posts and slides
- Copy of manufacturer's warranty.
- Copy of installer's general liability insurance certificate.

Miscellaneous Notes:

Technical information for all specified park equipment shall be included with each proposal, including descriptive brochures and other information. Bidders shall provide detailed technical information for all items being proposed (including installation).

Proposals shall include a description of work that will be subcontracted, contractor information, and a list of experience of the firm(s).

All proposals shall include all costs for completing the project. Any errors or omissions in this document shall be brought to the attention of the Department of Public Works, in writing, prior to the bid opening.

Because it is the intent of the City to have as much advance information as possible prior to selecting a firm to complete the project, it is extremely important to submit as much information with the proposal(s) as possible. Failure to include information as listed above may disqualify some proposals.

Firms may submit any additional information that may provide a better and clearer understanding of submitted proposals.

Site Excavation:

All costs for site excavation work, including the hauling away of excess materials, shall be included in the proposal.

Restoration of Disturbed Areas:

All turf areas which are disturbed or damaged as part of this project shall be restored with topsoil, seed and mulch or hydro-mulch. Topsoil shall be placed where needed to eliminate all ruts, divots and scraped areas. Grass seed for use in heavy traffic and sunny applications shall be placed at a rate that gives adequate coverage for turf re-establishment and must be mulched at the rate of 2 tons per acre. All other items shall be placed at a rate called for in Section 6.53 of the Michigan Department of Transportation Standard Specifications for Construction (2003). No slope in restored areas shall exceed 3 horizontal to 1 vertical. Any repairs to damages caused to sidewalk, curbs, street pavement, etc. shall also be included in restoration work. Concrete repairs shall be completed per City of Niles requirements.

Broken concrete, asphalt, and other undesirable materials shall not be used for backfilling.

The cost for this work shall be included in each individual pay item where applicable.

PUBLIC UTILITIES

The following Public Utilities have facilities located in the project area:

Electric	<i>City of Niles, Utilities Department</i>	<i>(269) 683-4700</i>
Water	<i>City of Niles, Utilities Department</i>	<i>(269) 683-4700</i>
Sewer	<i>City of Niles, Department of Public Works</i>	<i>(269) 683-4700</i>
Cable TV	<i>Comcast</i>	<i>(269) 429-3209</i>
Natural Gas	<i>SEMCO Energy</i>	<i>(269) 683-6810</i>
Telephone	<i>AT & T</i>	<i>(269) 926-0233</i>

Owners of Public Utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinary dangerous to the Contractor's operations.

No additional compensation will be paid to the Contractor for delays due to material shortages or other reasons beyond the control of the City, or for delays on construction due to the encountering of existing utilities that are, or are not, shown on the plans.

Work stoppages by employees of utility companies which result in a delay of utility revisions on any portion of this project may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

CODES/REGULATORY AGENCIES

The Contractor shall comply with all local, state and national codes as they relate to the types of work specified in these specifications.

INQUIRIES REGARDING PROJECT

Inquiries regarding this project should be directed to:

- Joe Ray (DPWDirector@nilesmi.org), Public Works Director

City of Niles
Department of Public Works
333 N 2nd St.
Niles, MI 49120
(269) 683-4700 Ext: 3060

**EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SECTION 3 CLAUSE

1. All contractors and subcontractors and the City itself when acting as a contractor shall be asked to indicate a good faith effort to meet the Section 3 requirement by signing contracts which contain the clause set forth in 24 CFR 135.20(b) as follows:
 - A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - B. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the application for or recipient of Federal financial assistance, take appropriate action pursuant to the contract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal Assistance is provided, and to such sanctions.



**CONTRACT
CITY OF NILES, MICHIGAN**

Tot Park Playground Installation

THE CONTRACT made this _____ day of _____, 2024, by and between _____ hereinafter called the "Contractor", and the **City of Niles, Michigan**, hereinafter called the "City".

WITNESSETH: That the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the **TOT PARK PLAYGROUND INSTALLATION** in the City of Niles, Michigan, all in a strict accordance with the Specifications, including any and all addenda, prepared by Joseph Ray, Public Works Director, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof.

ARTICLE II TIME - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecuted it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by **Sunday, September 1st, 2024** the date of completion being considered an essential element of the Contract.

ARTICLE III COMPLETION - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before **Sunday, September 1st, 2024**.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

ARTICLE IV LIQUIDATED DAMAGES - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$50.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

ARTICLE V THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

TOT PARK PLAYGROUND INSTALLATION

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Tot Park Playground Installation	1		\$ _____	\$ _____

TOTAL BID PRICE (BASE BID) \$ _____

ARTICLE V COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Advertisement
2. Proposal
3. Certificate of Non-Discrimination
4. Instructions to Bidders
5. General Conditions
6. Specifications
7. Equal Opportunity Clause
8. Section 3 Clause
9. Contract
10. Environmental Review
11. CDBG General Conditions
12. Federal Labor Standards Provisions
13. Federal Davis-Bacon Wage Determination

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Contract - continued

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first written above.

Attest:

Company Name

Authorized Signature

Authorized Official's Name (Please Print)

Address

Telephone

FAX

City of Niles

City

Nick Shelton

Authorized Official

Attest:

Authorized Signature

Mayor

Title

ENVIRONMENTAL SITE REVIEW

City of Niles
333 North 2nd Street
Niles, MI 49120



Site:
North 11th and Pokagon
Niles, MI 49120

Completed by:
Villa Environmental Consultants, Inc.
215 Colfax Ave
Benton Harbor MI 49022

Project # 24-074

Report Date: April 25, 2024



215 Colfax Avenue
Benton Harbor, MI 49022
Phone: (269) 927-2434
www.villaenv.com



Environmental Review



U.S. Department of Housing and Urban Development

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

**Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name: Playground Park-N 11th St & Pokagon St, Niles, MI, 49120/Parcel ID 11-71-4600-0032-00-5

Responsible Entity: City of Niles

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Michigan

Preparer: Villa Environmental Consultants, Inc.

Certifying Officer Name and Title: Nick Shelton, Mayor – City of Niles

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): Villa Environmental Consultants, Inc.

Direct Comments to: Sanya Vitale, CDBG Coordinator
Email – CDBGCoordinator@nilesmi.org
Number – (574) 400-3600

Project Location: N 11th St & Pokagon St, Niles, MI, 49120/Parcel ID 11-71-4600-0032-00-5

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: *Provide a project description that captures the maximum anticipated scope of the proposal. It should include all contemplated actions which logically are, either geographically or functionally, a composite part of the project, regardless of the source of funding. Describe all physical aspects of the project, such as plans for multiple phases of development, size and number of buildings, and activities to be undertaken. Include details of the physical impacts of the project, including whether there will be ground disturbance. If applicable, indicate whether the project site will require acquisition or if the sponsor already has ownership.*

The implementation and construction of playground for tots.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5

Funding Information

Grant Number	HUD Program	Funding Amount
	CDBG	\$30,000

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project is not within 15,000 feet of a military airport or 2,500 feet of a civilian airport. A map identifying the location is attached.</i>
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not within a Coastal Barrier Resource System as indicated on the supporting documentation.</i>
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not located within a FEMA designated Special Flood Hazard Area. Supporting documentation demonstrating this is attached.</i>
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not in a designated attainment area. The project does not include new construction or conversion of land use</i>

Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93		<i>facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units.</i>
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not within a coastal zone management area as indicated in the map attached to this review.</i>
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>There is no evidence of contamination or toxic substances at the site based on interviewing site management, reviewing government databases, and reviewing assessor records for the property.</i>
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The U.S. Fish & Wildlife Service was consulted during this review. The following species were identified in Berrien County as endangered or threatened: Indiana Bat, Northern Long-Eared Bat, Tri-colored Bat, Piping Plover, Red Knot, Copperbelly Water Snake, Eastern Massasauga, Mitchell's Satyr Butterfly, Pitcher's Thistle, and Small Whorled Pogonia. No Critical Habitat was identified on this project, and we recommend no further review to the potential impact to endangered species.</i>
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project will not increase residential densities or conversion, so an evaluation of explosive and flammable hazards is not required.</i>
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project does not include any activities, including new construction, acquisition of undeveloped land or conversion that could convert agricultural land to a non-agricultural use.</i>
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The site is not located within a FEMA designated Special Flood Hazard Area. Supporting documentation is attached.</i>
Historic Preservation	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This property is not: on or adjoined to a property that is on the National Register of Historic Places, 50 years or older or a new construction project. We do not</i>

National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800		<i>recommend further evaluation because no historic properties were encountered during our evaluation, however, it is the decision of the Responsible Entity if a historic review through the State Historic Preservation Office is required for this project.</i>
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This property is next to a railroad as noted on the supporting documentation. The sound exposure will be sporadic with short duration of elevated decibels. The site already has a slight berm that could be increased to act as an additional barrier if warranted.</i>
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project does not include any activities beyond acquisition, leasing, or rehabilitation of existing buildings and no further evaluation is required.</i>
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>The project will not disturb any on site or off-site wetlands. No wetlands were identified at or near the project as indicated on the attached map.</i>
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project is not in proximity to a Wild and Scenic River, Sturdy River, or Nationwide Inventories River. No further evaluation is required.</i>
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>No other adverse environmental impacts were identified during this review. No additional evaluation is required.</i>
HOUSING REQUIREMENTS		
Lead-based Paint	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This site is vacant.</i>
Radon	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This project is located in zone 3 of EPA's Radon zone map. No testing is needed. Supporting documentation and zone map are attached.</i>
Asbestos	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>This is a vacant lot.</i>

Field Inspection: Completed on 18 April 2024 by Rick Villa

Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements **publish NOI/RROF and obtain “Authority to Use Grant Funds”** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Richard P. Villa Date: 26 April 2024

Name/Title/Organization: Richard P. Villa, President
Villa Environmental Consultants, Inc.

Responsible Entity Agency Official Signature:

Date: _____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



APPENDIX A

Site Photographs



North Facing of N 11th St. & Pokagon St.



West Facing of N 11th St. & Pokagon St



Villa
Environmental
Consultants, Inc.

PHOTOPLATE

Project: City of Niles
11th N St. & Pokagon St., Niles, MI 49102

April 18, 2024

Project No: #24-74



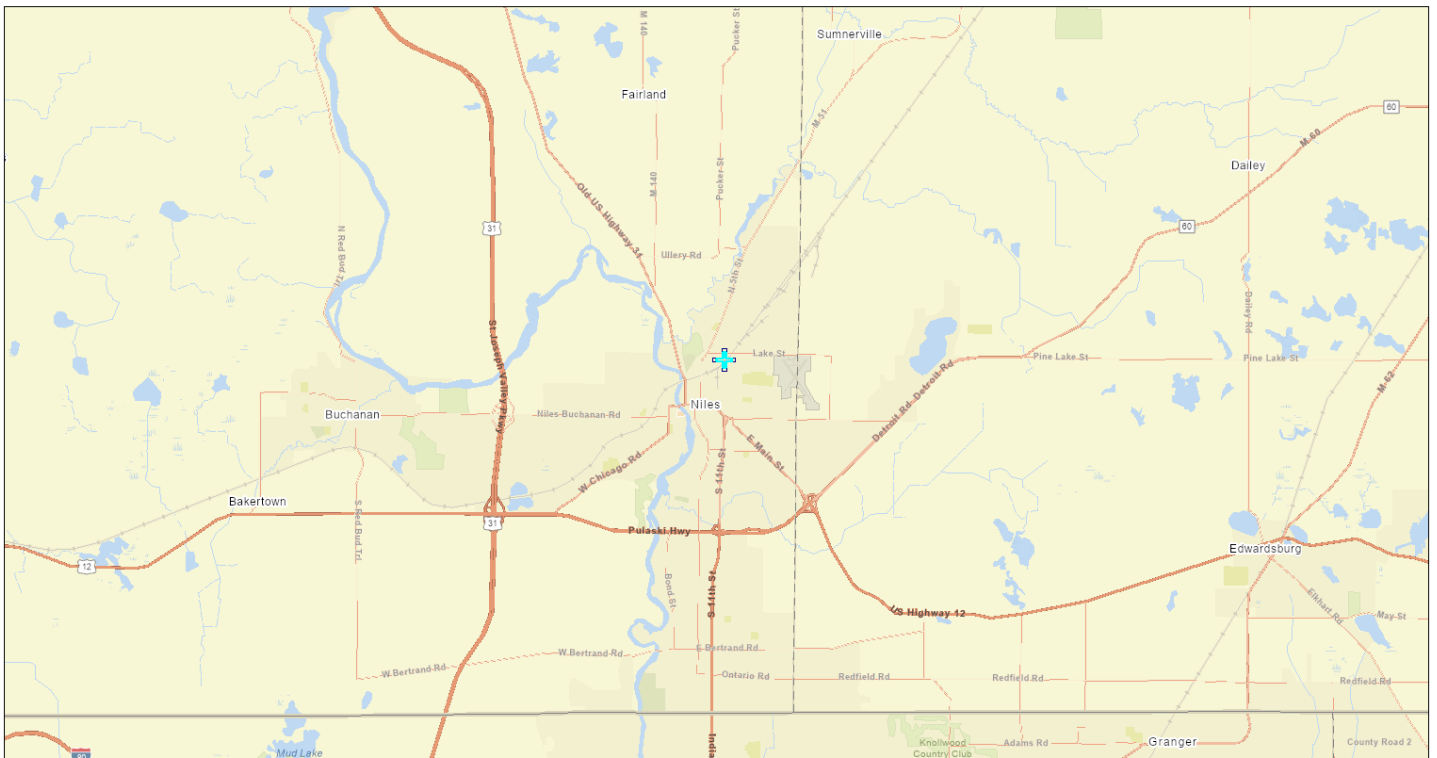
APPENDIX B

NEPAssist Report

NEPAssist Report

Parcel ID 11-71-4600-0032-00-5

A3 Landscape



April 4, 2024

Parcel ID 11-71-4600-0032-00-5

1:120,007

0 1 2 4 mi
0 1.75 3.5 7 km

Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Project Location	41.840068,-86.246903
Within 0.5 feet of an Ozone 1-hr (1979 standard) Non-Attainment/Maintenance Area?	yes
Within 0.5 feet of an Ozone 8-hr (1997 standard) Non-Attainment/Maintenance Area?	yes
Within 0.5 feet of an Ozone 8-hr (2008 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of an Ozone 8-hr (2015 standard) Non-Attainment/Maintenance Area?	yes
Within 0.5 feet of a Lead (2008 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a SO2 1-hr (2010 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a PM2.5 24hr (2006 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a PM2.5 Annual (1997 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a PM2.5 Annual (2012 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a PM10 (1987 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a CO Annual (1971 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a NO2 Annual (1971 standard) Non-Attainment/Maintenance Area?	no
Within 0.5 feet of a Federal Land?	no
Within 0.5 feet of an impaired stream?	no
Within 0.5 feet of an impaired waterbody?	no
Within 0.5 feet of a waterbody?	no
Within 0.5 feet of a stream?	no
Within 0.5 feet of an NWI wetland?	Available Online
Within 0.5 feet of a Brownfields site?	no
Within 0.5 feet of a Superfund site?	no

Within 0.5 feet of a Toxic Release Inventory (TRI) site?	no
Within 0.5 feet of a water discharger (NPDES)?	no
Within 0.5 feet of a hazardous waste (RCRA) facility?	no
Within 0.5 feet of an air emission facility?	no
Within 0.5 feet of a school?	no
Within 0.5 feet of an airport?	no
Within 0.5 feet of a hospital?	no
Within 0.5 feet of a designated sole source aquifer?	no
Within 0.5 feet of a historic property on the National Register of Historic Places?	no
Within 0.5 feet of a Land Cession Boundary?	yes
Within 0.5 feet of a tribal area (lower 48 states)?	no
Within 0.5 feet of the service area of a mitigation or conservation bank?	no
Within 0.5 feet of the service area of an In-Lieu-Fee Program?	yes
Within 0.5 feet of a Public Property Boundary of the Formerly Used Defense Sites?	no
Within 0.5 feet of a Munitions Response Site?	no
Within 0.5 feet of an Essential Fish Habitat (EFH)?	no
Within 0.5 feet of a Habitat Area of Particular Concern (HAPC)?	no
Within 0.5 feet of an EFH Area Protected from Fishing (EFHA)?	no
Within 0.5 feet of a Bureau of Land Management Area of Critical Environmental Concern?	no
Within 0.5 feet of an ESA-designated Critical Habitat Area per U.S. Fish & Wildlife Service?	no
Within 0.5 feet of an ESA-designated Critical Habitat river, stream or water feature per U.S. Fish & Wildlife Service?	no

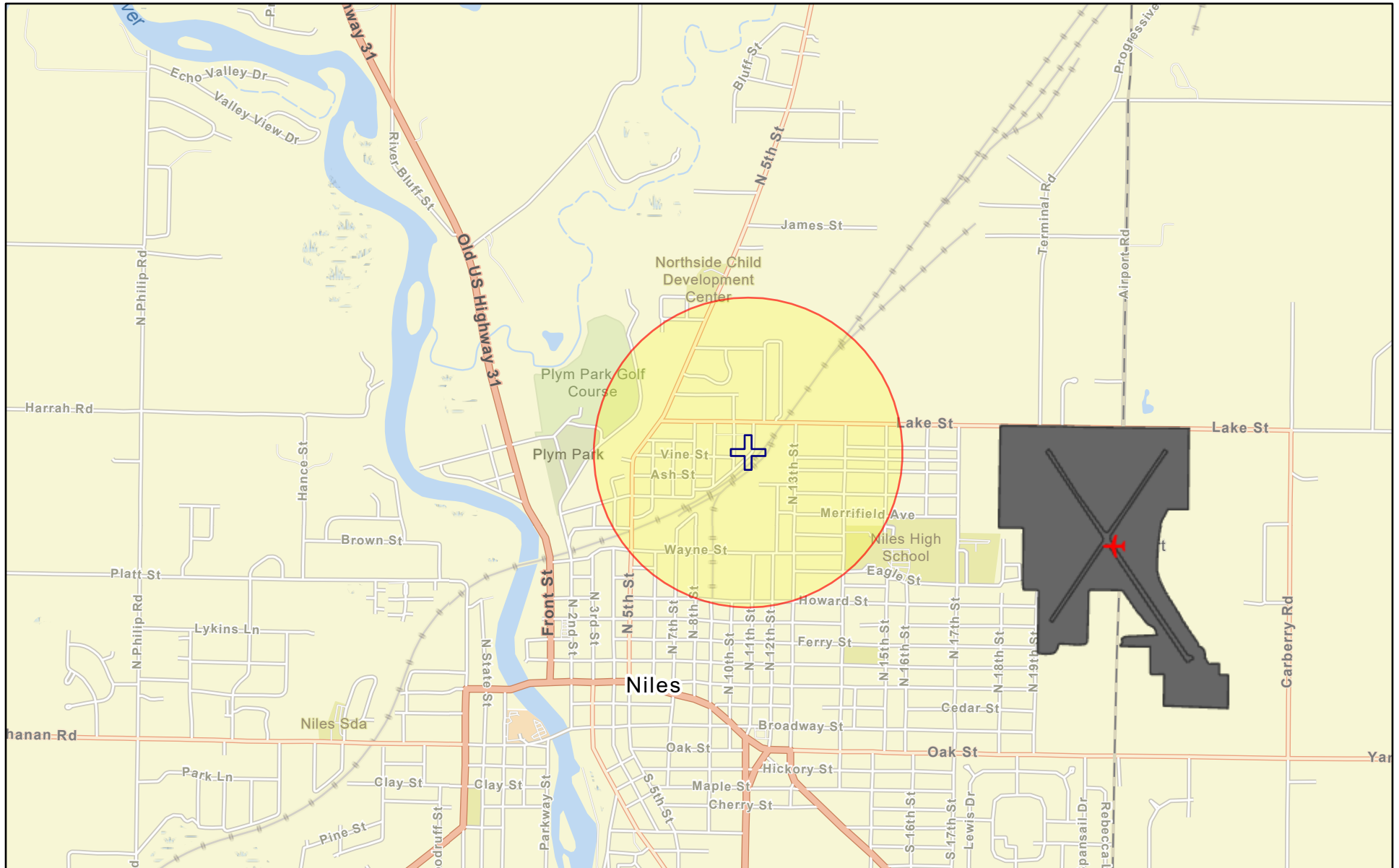
Created on: 4/4/2024 3:51:43 PM




APPENDIX C

NEPAssist Maps & Supporting Documents

Airport Proximity Map



April 4, 2024

 Parcel ID 11-71-4600-0032-00-5

 Project Buffer

 Airport Points

 Airport Polygons

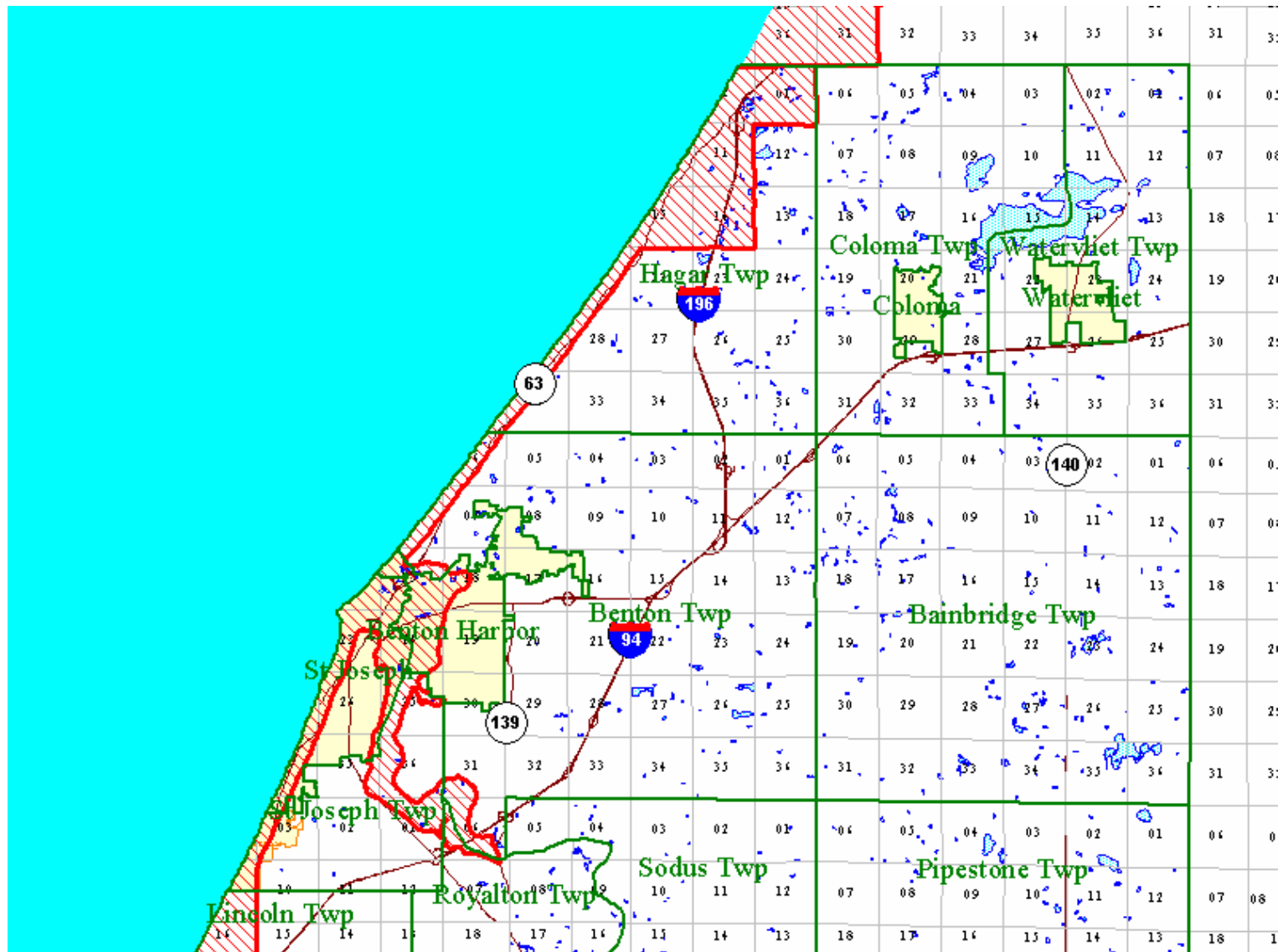
1:36,112

0 0.23 0.45 0.9 mi
0 0.35 0.7 1.4 km

Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, EPA OEI

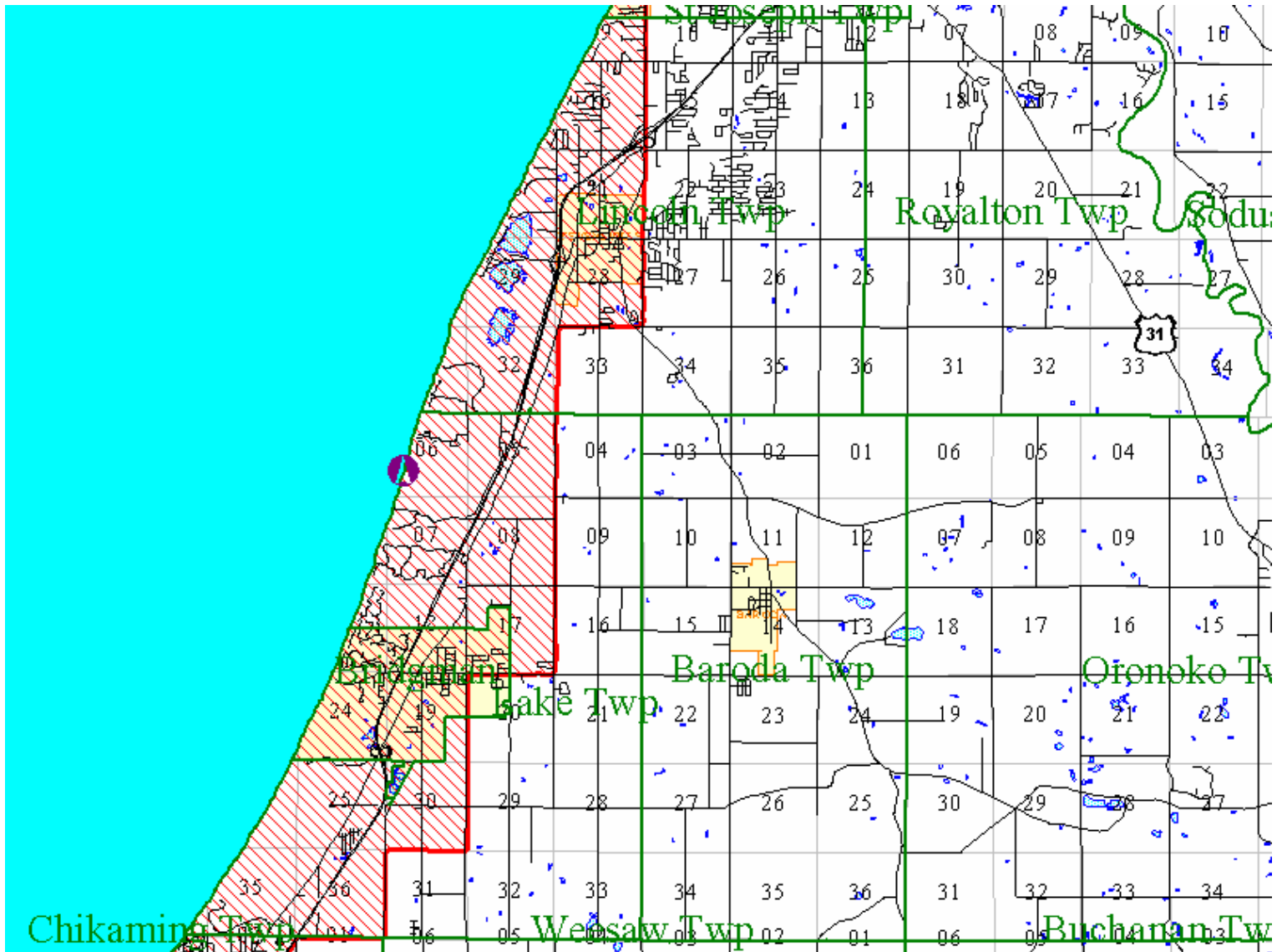
Berrien County
 Hagar Township, T3S R18W
 Benton Township, T4S R18W, T4S R19W and T5S R18W
 St. Joseph Township, T4S R19W, T5S R18W and T5S R19W
 Benton Harbor, T4S R19W and T4S R18W
 St. Joseph, T4S R19W

The heavy red line is the **Coastal Zone Management Boundary**
 The red hatched area is the **Coastal Zone Management Area**



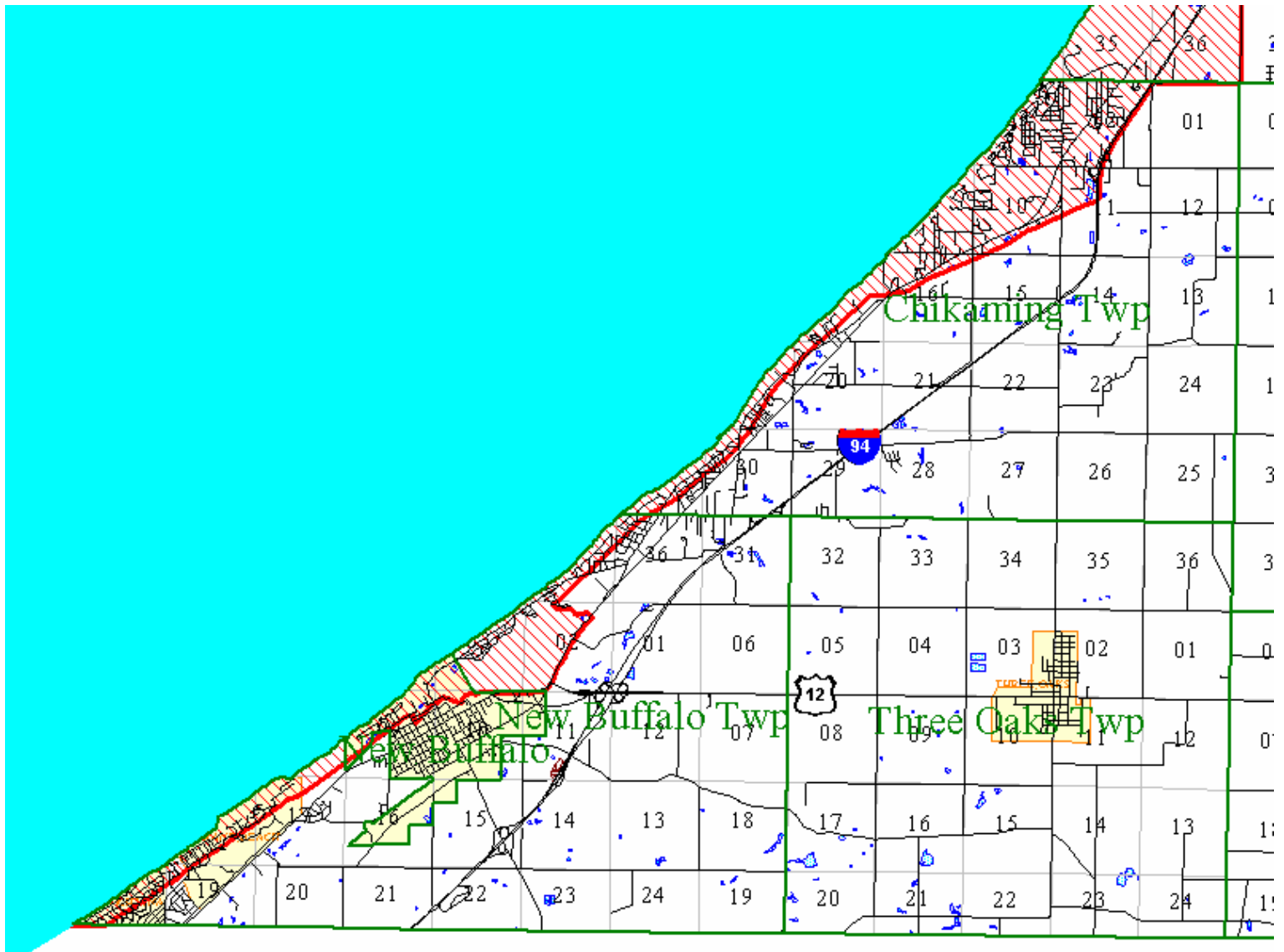
Berrien County
Lincoln Township, T5S R19W
Lake Township, T6S R19W and T6S R20W
Bridgman, T6S R19W and T6S R20W

The heavy red line is the **Coastal Zone Management Boundary**
The red hatched area is the **Coastal Zone Management Area**

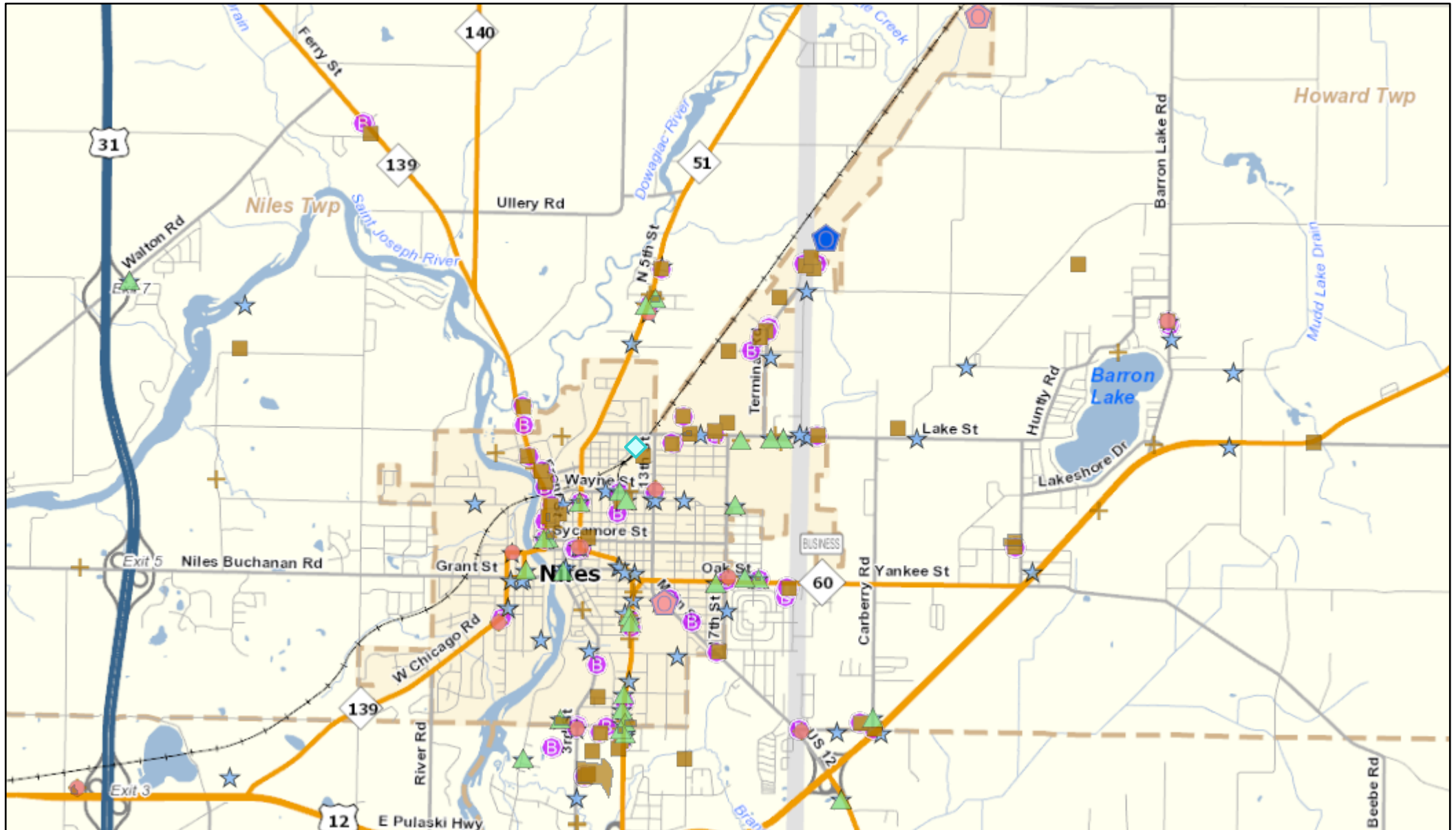


Berrien County
New Buffalo, T8S R21W
New Buffalo, Township, T7S R21W, T8S R21W and T8S R22W
Chickaming Township, T7S R20W, and T7S R21W

The heavy red line is the **Coastal Zone Management Boundary**
The red hatched area is the **Coastal Zone Management Area**



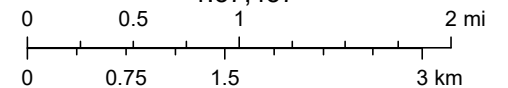
Environmental Mapper



April 4, 2024

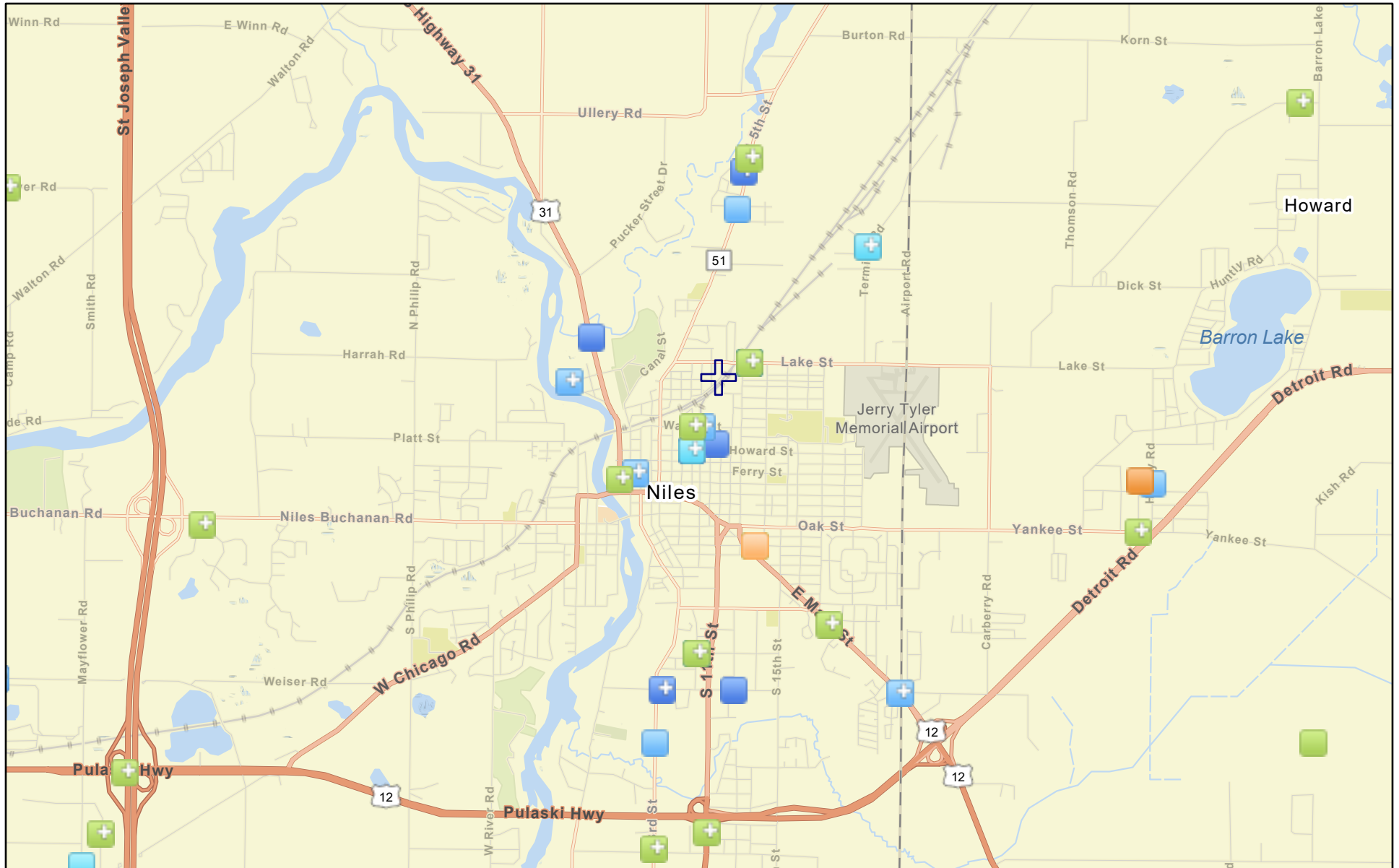
- | | | |
|--------------------------------|-----------------------------------|---|
| Restrictive Covenant - Polygon | Assessments | Closed Tanks |
| SFC | Brownfield Loan | Active Tanks |
| WRG | Brownfield Grant | Sites of Environmental Contamination (Part 201) |
| TIF - Act 381 | Baseline Environmental Assessment | Open |

1:57,457

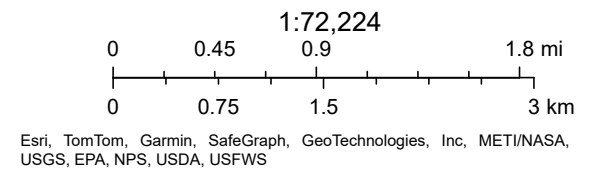
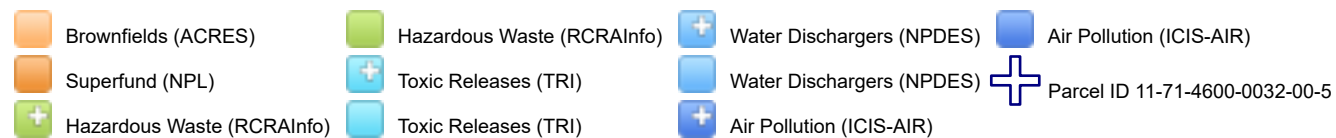


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

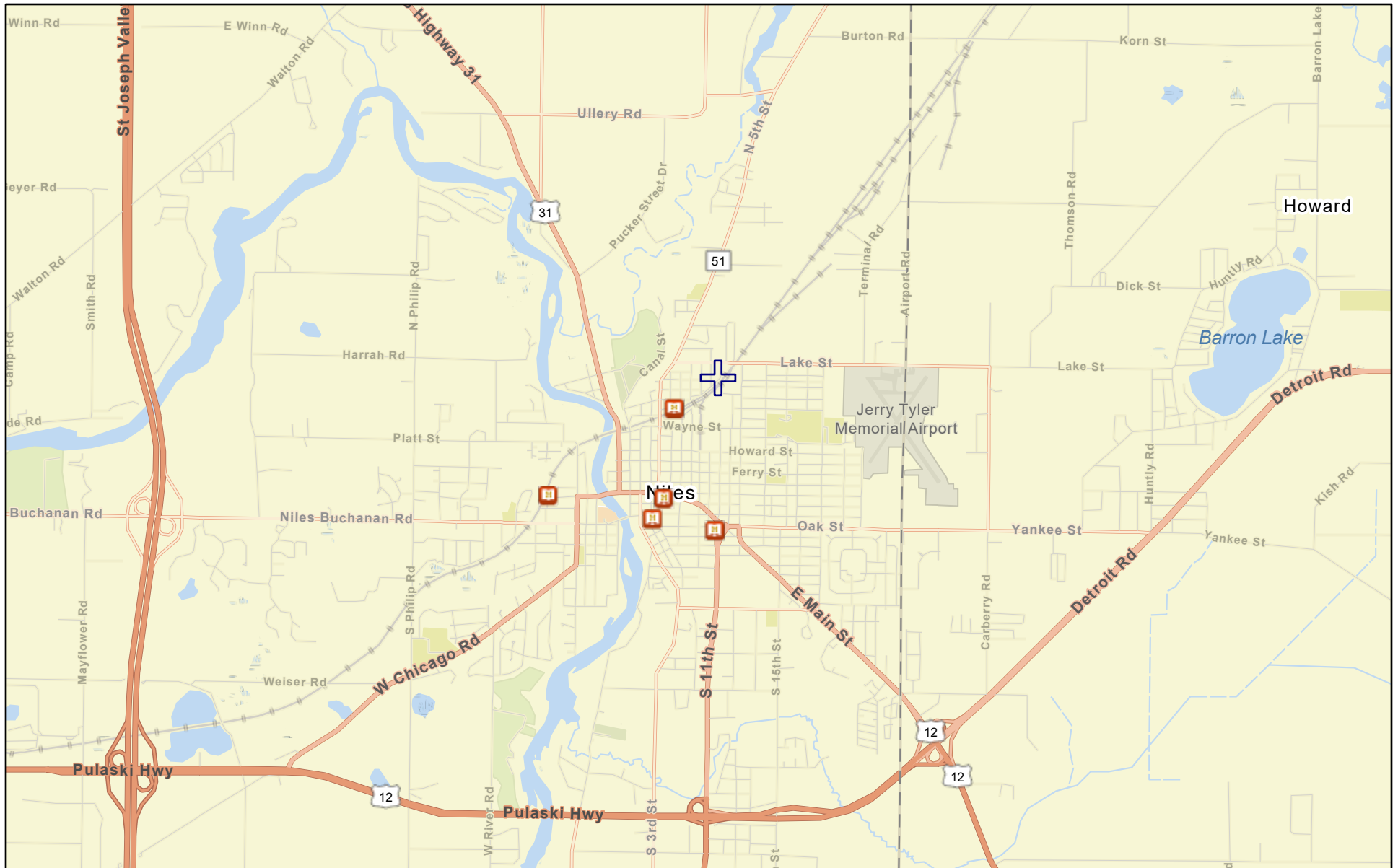
EPA Facilities



April 4, 2024



Historic Places Map



April 4, 2024

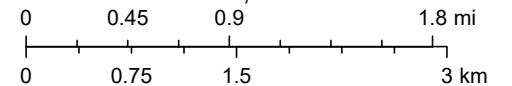


Parcel ID 11-71-4600-0032-00-5



National Register of Historic Places

1:72,224



Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, EPA OEI, OFA

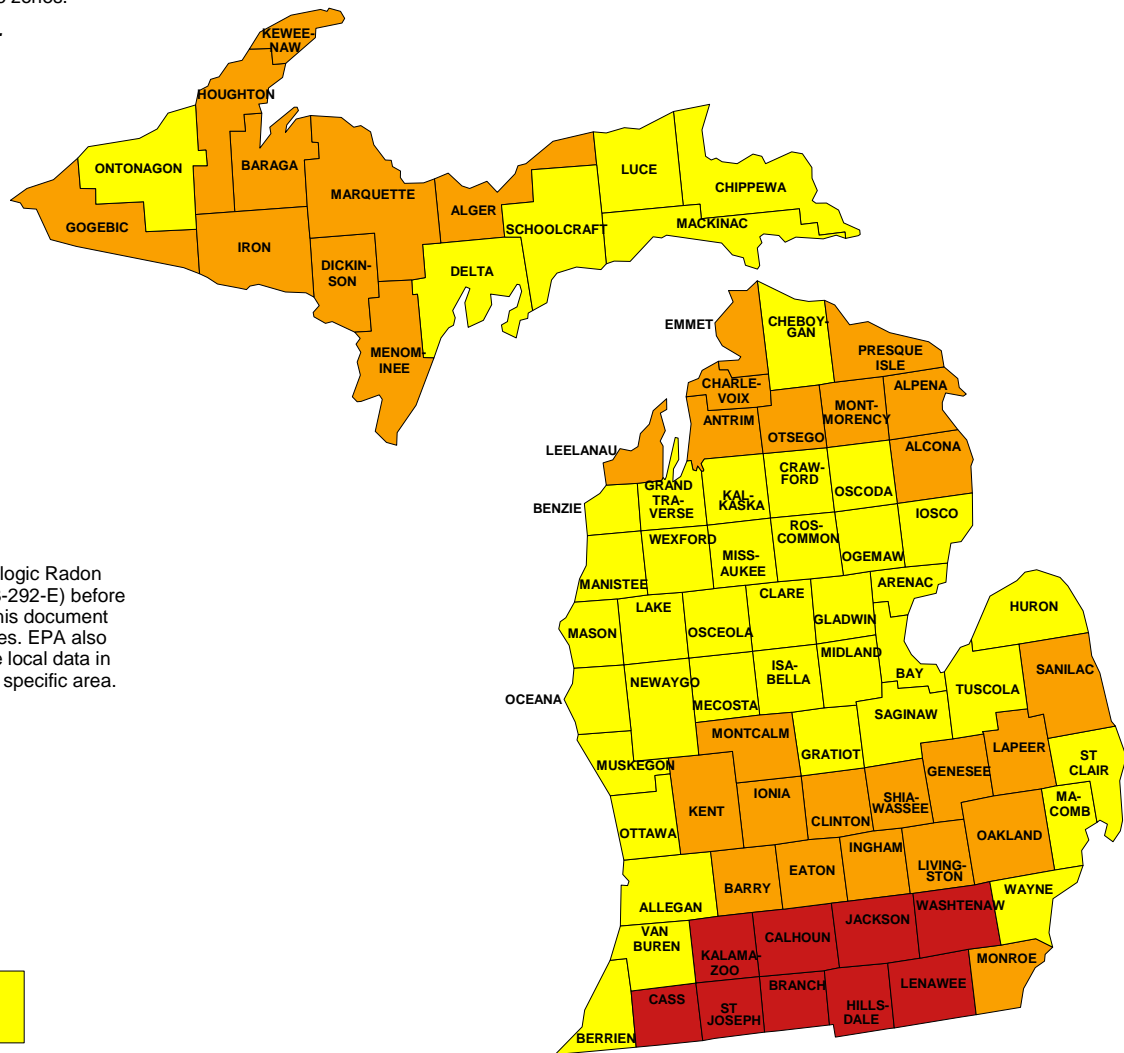
MICHIGAN - EPA Map of Radon Zones

<http://www.epa.gov/radon/zonemap.html>

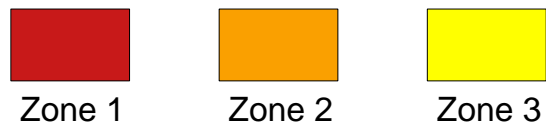
The purpose of this map is to assist National, State and local organizations to target their resources and to implement radon-resistant building codes.

This map is not intended to determine if a home in a given zone should be tested for radon. Homes with elevated levels of radon have been found in all three zones.

All homes should be tested, regardless of zone designation.



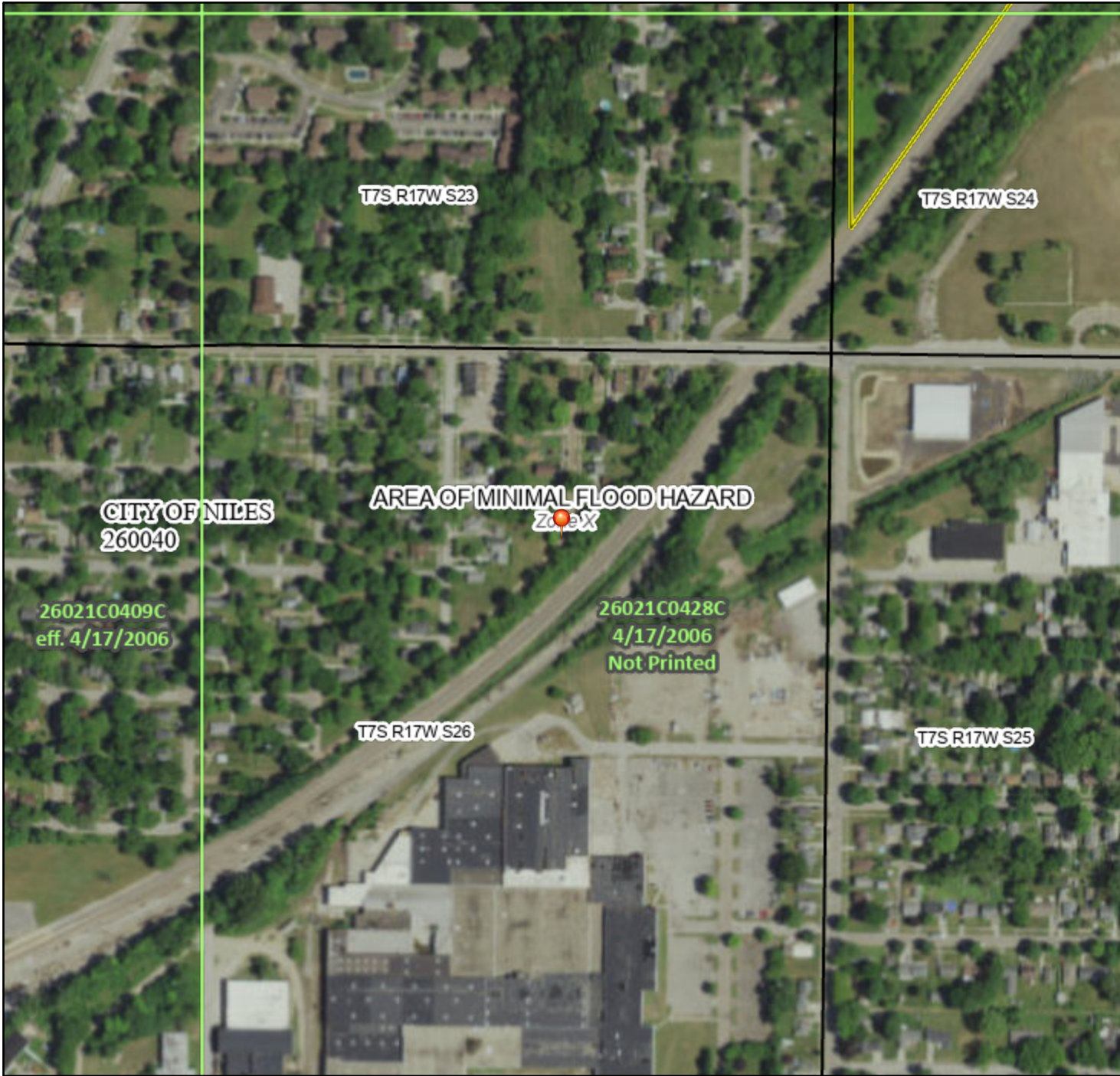
IMPORTANT: Consult the publication entitled "Preliminary Geologic Radon Potential Assessment of Michigan" (USGS Open-File Report 93-292-E) before using this map. <http://energy.cr.usgs.gov/radon/grpinfo.html> This document contains information on radon potential variations within counties. EPA also recommends that this map be supplemented with any available local data in order to further understand and predict the radon potential of a specific area.



National Flood Hazard Layer FIRMMette



86°15'7"W 41°50'38"N



1:6,000

86°14'29"W 41°50'11"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



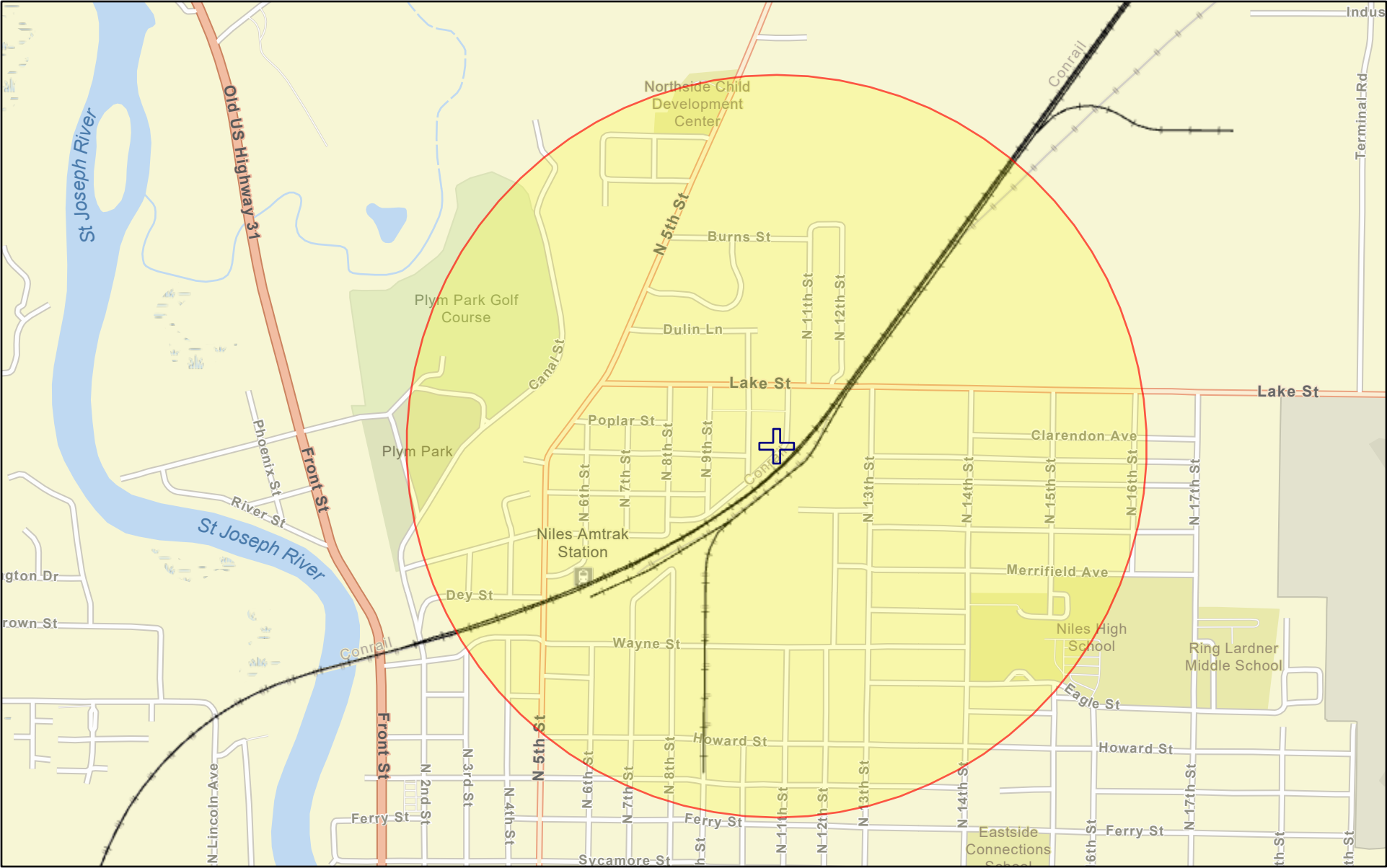
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards


The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/4/2024 at 3:33 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.


This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.


Railroad Proximity Map



April 4, 2024

Parcel ID 11-71-4600-0032-00-5

Project Buffer

Railroads

00.10.20.4mi

00.170.350.7km

1:18,056

Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Michigan Ecological Services Field Office
2651 Coolidge Road Suite 101
East Lansing, MI 48823-6360
Phone: (517) 351-2555 Fax: (517) 351-1443



In Reply Refer To:

04/05/2024 15:48:25 UTC

Project Code: 2024-0073443

Project Name: Parcel ID 11-71-4600-0032-00-5

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Official Species List

The attached species list identifies any Federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat if present within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation.

Under 50 CFR 402.12(e) (the regulations that implement section 7 of the Endangered Species Act), the accuracy of this species list should be verified after 90 days. You may verify the list by visiting the IPaC website (<https://ipac.ecosphere.fws.gov/>) at regular intervals during project planning and implementation. To update an Official Species List in IPaC: from the My Projects page, find the project, expand the row, and click Project Home. In the What's Next box on the Project Home page, there is a Request Updated List button to update your species list. Be sure to select an "official" species list for all projects.

Consultation requirements and next steps

Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize Federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-Federal representative) must consult with the Fish and Wildlife Service if they determine their project may affect listed species or critical habitat.

There are two approaches to evaluating the effects of a project on listed species.

Approach 1. Use the All-species Michigan determination key in IPaC. This tool can assist you in making determinations for listed species for some projects. In many cases, the determination key

will provide an automated concurrence that completes all or significant parts of the consultation process. Therefore, we strongly recommend screening your project with the **All-Species Michigan Determination Key (Dkey)**. For additional information on using IPaC and available Determination Keys, visit <https://www.fws.gov/media/mifo-ipac-instructions> (and click on the attachment). Please carefully review your Dkey output letter to determine whether additional steps are needed to complete the consultation process.

Approach 2. Evaluate the effects to listed species on your own without utilizing a determination key. Once you obtain your official species list, you are not required to continue in IPaC, although in most cases using a determination key should expedite your review. If the project is a Federal action, you should review our section 7 step-by-step instructions before making your determinations: <https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance>. If you evaluate the details of your project and conclude “no effect,” document your findings, and your listed species review is complete; you do not need our concurrence on “no effect” determinations. If you cannot conclude “no effect,” you should coordinate/consult with the Michigan Ecological Services Field Office. The preferred method for submitting your project description and effects determination (if concurrence is needed) is electronically to EastLansing@fws.gov. Please include a copy of this official species list with your request.

For all **wind energy projects** and **projects that include installing communications towers >450 feet that use guy wires**, please contact this field office directly for assistance, even if no Federally listed plants, animals or critical habitat are present within your proposed project area or may be affected by your proposed project.

Migratory Birds

Please see the “Migratory Birds” section below for important information regarding incorporating migratory birds into your project planning. Our Migratory Bird Program has developed recommendations, best practices, and other tools to help project proponents voluntarily reduce impacts to birds and their habitats. The Bald and Golden Eagle Protection Act prohibits the take and disturbance of eagles without a permit. If your project is near an eagle nest or winter roost area, see our Eagle Permits website at <https://www.fws.gov/program/eagle-management/eagle-permits> to help you avoid impacting eagles or determine if a permit may be necessary.

Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your consideration of threatened and endangered species during your project

planning. Please include a copy of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Michigan Ecological Services Field Office

2651 Coolidge Road Suite 101

East Lansing, MI 48823-6360

(517) 351-2555

ENDANGERED SPECIES ACT SPECIES

There is a total of 9 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 4 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
<p>Indiana Bat <i>Myotis sodalis</i></p> <p>There is final critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/5949</p> <p>General project design guidelines: https://ipac.ecosphere.fws.gov/project/COVUWYVPRJFSFDOE6MYPYSJCFM/documents/generated/6982.pdf</p>	Endangered
<p>Northern Long-eared Bat <i>Myotis septentrionalis</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> This species only needs to be considered if the project includes wind turbine operations. <p>Species profile: https://ecos.fws.gov/ecp/species/9045</p>	Endangered
<p>Tricolored Bat <i>Perimyotis subflavus</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> This species only needs to be considered if the project includes wind turbine operations. <p>Species profile: https://ecos.fws.gov/ecp/species/10515</p>	Proposed Endangered

BIRDS

NAME	STATUS
<p>Rufa Red Knot <i>Calidris canutus rufa</i></p> <p>There is proposed critical habitat for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> Only actions that occur along coastal areas during the Red Knot migratory window of MAY 1 - SEPTEMBER 30. <p>Species profile: https://ecos.fws.gov/ecp/species/1864</p>	Threatened
<p>Whooping Crane <i>Grus americana</i></p> <p>Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY)</p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: https://ecos.fws.gov/ecp/species/758</p>	Experimental Population, Non-Essential

REPTILES

NAME	STATUS
<p>Eastern Massasauga (=rattlesnake) <i>Sistrurus catenatus</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"> For all Projects: Project is within EMR Range <p>Species profile: https://ecos.fws.gov/ecp/species/2202</p> <p>General project design guidelines: https://ipac.ecosphere.fws.gov/project/COVUWYVPRJFSFDOE6MYPYSJCFM/documents/generated/5280.pdf</p>	Threatened

INSECTS

NAME	STATUS
Mitchell's Satyr Butterfly <i>Neonympha mitchellii mitchellii</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8062	Endangered
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Pitcher's Thistle <i>Cirsium pitcheri</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8153	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

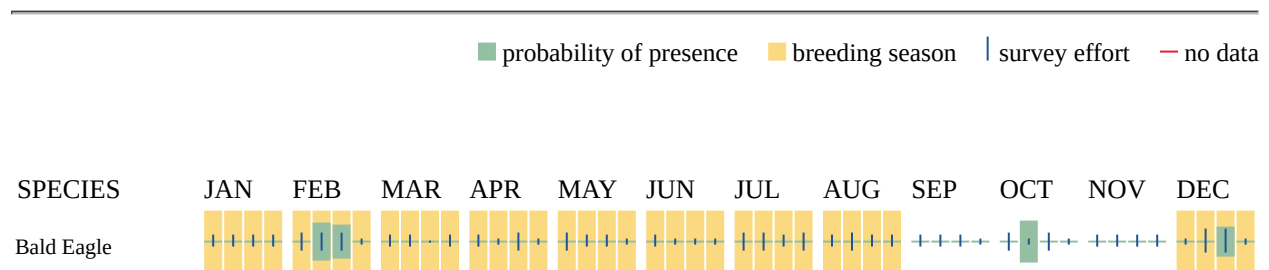
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Non-BCC
Vulnerable

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

-
1. The [Migratory Birds Treaty Act](#) of 1918.
 2. The [Bald and Golden Eagle Protection Act](#) of 1940.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

NAME	BREEDING SEASON
<div>Chimney Swift <i>Chaetura pelagica</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div>https://ecos.fws.gov/ecp/species/9406</div>	Breeds Mar 15 to Aug 25
<div>Red-headed Woodpecker <i>Melanerpes erythrocephalus</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div>https://ecos.fws.gov/ecp/species/9398</div>	Breeds May 10 to Sep 10
<div>Wood Thrush <i>Hylocichla mustelina</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div>https://ecos.fws.gov/ecp/species/9431</div>	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

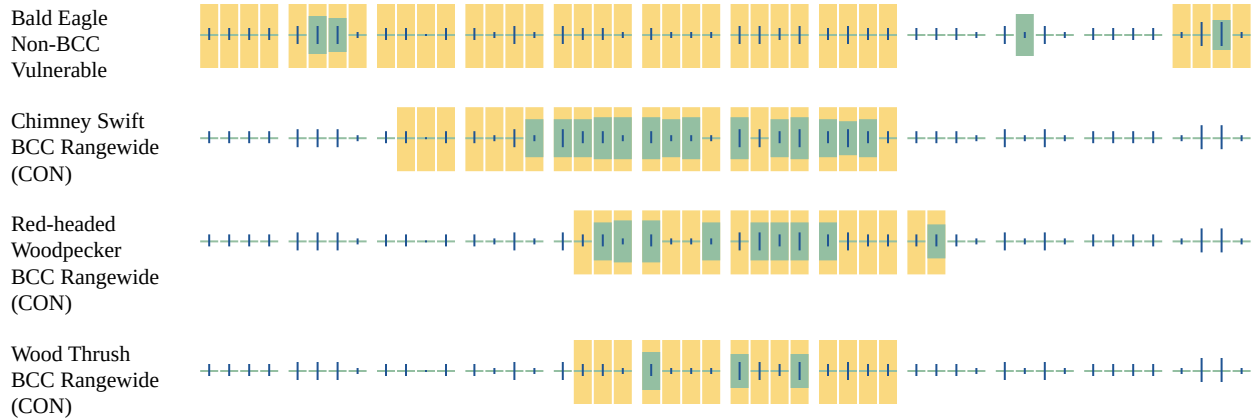
Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

	<div>■ probability of presence ■ breeding season survey effort — no data</div>											
SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

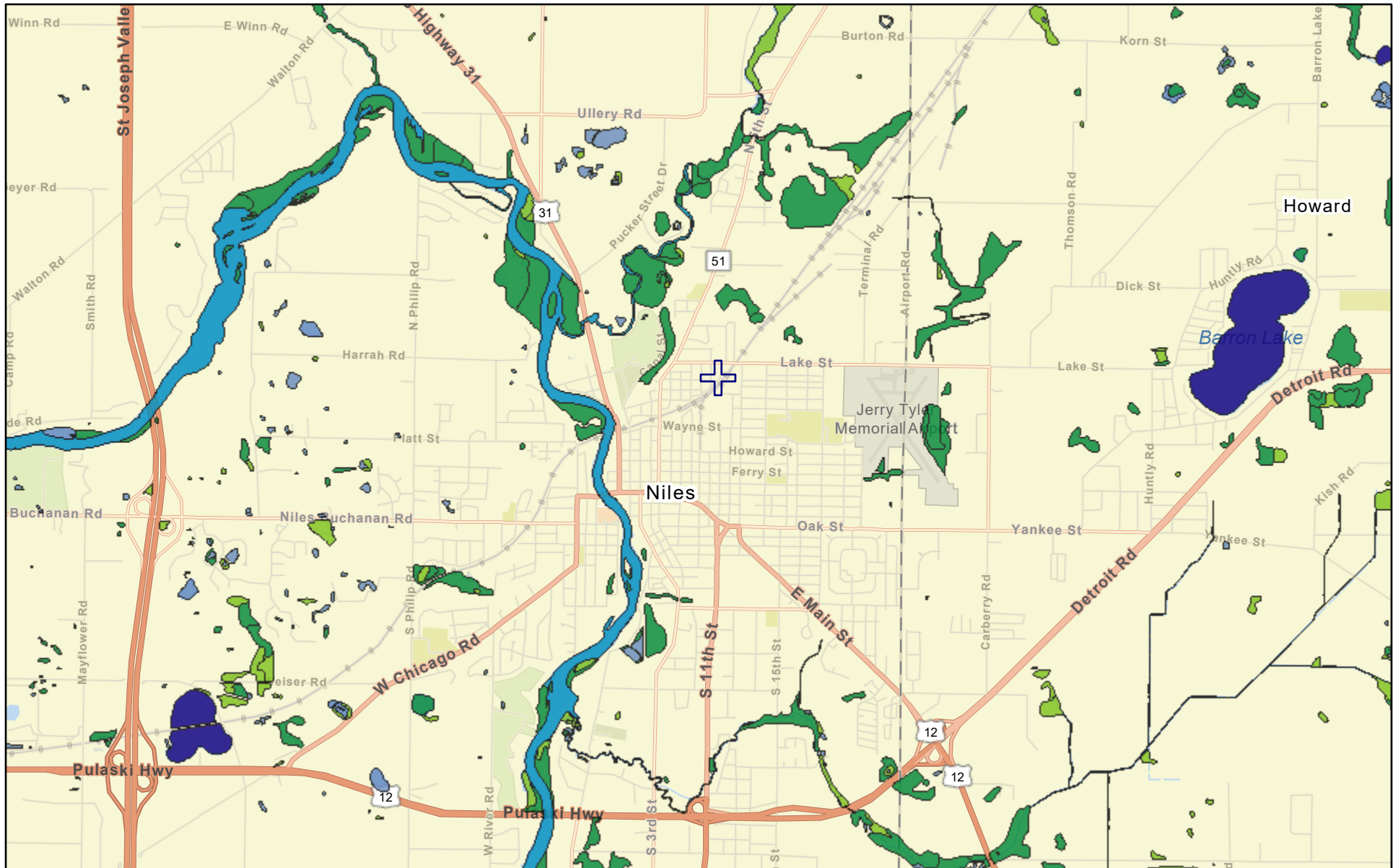
IPAC USER CONTACT INFORMATION

Agency: Benton Harbor city
Name: Edward McIntyre
Address: 215 Colfax Ave.
City: Benton Harbor
State: MI
Zip: 49022
Email: mcintyreedw@gmail.com
Phone: 2699272423

LEAD AGENCY CONTACT INFORMATION

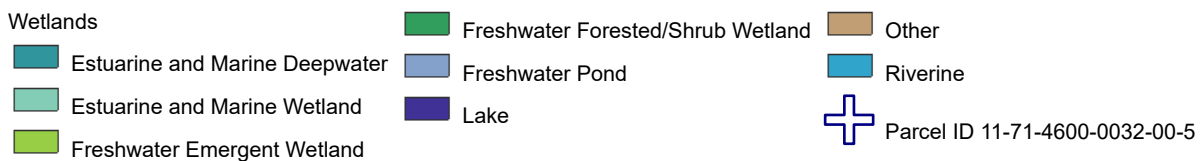
Lead Agency: County of Berrien

Wetlands Map

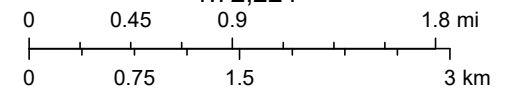


April 4, 2024

Wetlands

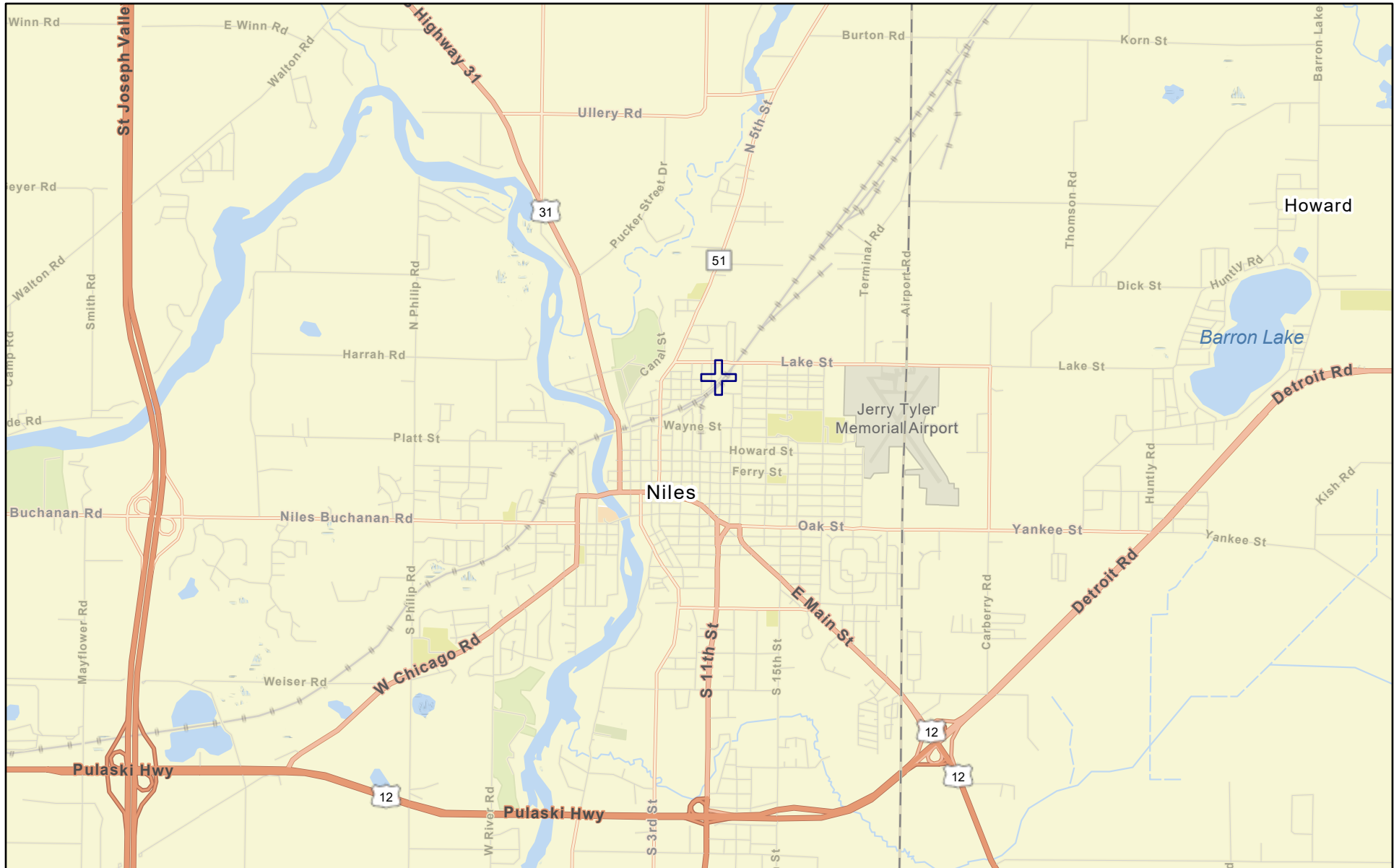


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U.S. Fish and Wildlife Service, National Standards and Support Team,
wetlands_team@fws.gov, Esri, TomTom, Garmin, SafeGraph,

Wild & Scenic Rivers Map

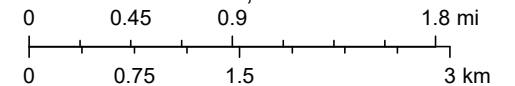


April 4, 2024



Parcel ID 11-71-4600-0032-00-5

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Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Article VI

COMMUNITY DEVELOPMENT BLOCK GRANT GENERAL CONDITIONS

A. General Compliance

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

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

B. Independent Contractor

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

C. Workers Compensation

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

D. Indemnify and Hold Harmless

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

E. Contractor Liability Insurance

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the Contractor to the Grantee reports that are incorrect or incomplete in any material respect.

2. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

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

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

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

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

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

J. Assignability

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

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Contractor agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Contractor shall administer its program in conformance with 2 CFR Part 200, OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - h. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
 - i. The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name [Is obtaining the client name necessary?], address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
2. The Contractor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Contractor's responsibilities with respect to services provided under this contract, is prohibited by various State and/or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 3. The Contractor's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over CDBG funds, including program income.
 4. All Contractor records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Contractor audits and OMB Circular A-133.

C. Reporting and Payment Procedures

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

D. Procurement

1. The Contractor shall comply with current Grantee policy Federal procurement requirements (cite CFR) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
 3. Travel the Contractor shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.
- E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
1. The Contractor shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Contractor fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Contractor may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
 3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Contractor for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

PERSONNEL & PARTICIPANT CONDITIONS

1. **Civil Rights Compliance** The Contractor agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
2. **Nondiscrimination** The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. **Land Covenants** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. **Section 504** The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
5. **Affirmative Action Approved Plan** The Contractor agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon written request, the Grantee shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall maintain and submit a plan for an Affirmative Action Program upon request by the Grantee.
6. **Women- and Minority-Owned Businesses (WMBE):** The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans,

Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

7. **Access to Records** The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
8. **Notifications** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
9. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.
10. **Employment Restrictions:** The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
11. **Labor Standards** The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the
 - a. Davis-Bacon Act as amended,
 - b. the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and
 - c. all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
 - d. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.
 - e. The Contractor shall maintain documentation that demonstrates compliance with Hour and Wage requirements of this part.
 - f. Such documentation shall be made available to the Grantee for review upon request.

12. Section 3" Clause

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided.

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

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

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

A. Conduct

1. **Assignability** The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Contractor from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval.
Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the

applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage.

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

The Contractor hereby certifies that:

 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of Paragraph 9.P.4 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly:
 4. Lobbying Certification This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. **Copyright** If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- F. **Religious Activities** The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
- G. **Definition of HUD:** The term HUD is used herein to mean the Secretary of Housing and Urban Development, or the person authorized to act on his or her behalf.

- H. **Third Parties** None of the provisions of this Agreement shall be construed so as to create any right, duty, or benefit to third parties.
- I. **State of Michigan** This agreement shall be construed according to the laws of the State of Michigan.
- J. **Applicable Law** Both parties agree that this Agreement shall be subject to all applicable ordinances, resolutions and rules of the City.

ENVIRONMENTAL CONDITIONS

- A. **Air and Water:** The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
 - 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. **Lead-Based Paint:** The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D. **Historic Preservation:** The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

SEVERABILITY

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

SECTION HEADINGS AND SUBHEADINGS

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

WAIVER

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

ENTIRE AGREEMENT

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

REGULATIONS: 24 C.F.R. PART 570

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Appendix A to Part 570—Guidelines and Objectives for Evaluating Project Costs and Financial Requirements

Authority: 42 U.S.C. 3535(d) and 5301-5320.

Source: 40 FR 24693, June 9, 1975, unless otherwise noted.

1. CDBG Eligible Activities as defined: 24 CFR 570.201-.206

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

2. CDBG Ineligible Activities as defined: 24 CFR 570.201-.206

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

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

3. Referenced Rules, Laws, Regulations and Guidelines

CFDA 14.218	https://www.cfda.gov/?s=program&mode=form&tab=step1&id=c07ce7bfea90655020819b913a8548b6
OMB Circular A-122	http://www.whitehouse.gov/omb/circulars_a122_2004
24 CFR 570.201-207	§ 570.201 Basic eligible activities.
25 CFR 570.201-207	§ 570.202 Eligible rehabilitation and preservation activities.
26 CFR 570.201-207	§ 570.203 Special economic development activities.
27 CFR 570.201-207	§ 570.204 Special activities by Community-Based Development Organizations (CBDOs).
28 CFR 570.201-207	§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.
29 CFR 570.201-207	§ 570.206 Program administrative costs.
30 CFR 570.201-207	§ 570.207 Ineligible activities.
Section 3 Clause	Section 3 HUD Act of 1968
41 CFR 601	http://www.dol.gov/dol/cfr/Title_41/Chapter_60.htm
24 CFR 570 Subpart K	http://law.justia.com/cfr/title24/24-3.1.1.3.4.11.html
OMB Circular A-110	http://www.whitehouse.gov/omb/circulars_a110
24 CFR 570.506	24 CFR 570.506
24 CFR 84.21-28	§ 84.21 — Standards for financial management systems.
25 CFR 84.21-28	§ 84.22 — Payment.
26 CFR 84.21-28	§ 84.23 — Cost sharing or matching.
27 CFR 84.21-28	§ 84.24 — Program income.
28 CFR 84.21-28	§ 84.25 — Revision of budget and program plans.
29 CFR 84.21-28	§ 84.26 — Non-Federal audits.
30 CFR 84.21-28	§ 84.27 — Allowable costs.
24 CFR PART 84 - HUD	24 CFR PART 84 - HUD
24 CFR 507.502-504	§ 570.502 Applicability of uniform administrative requirements.
25 CFR 507.502-504	§ 570.503 Agreements with Contractors.
26 CFR 507.502-504	§ 570.504 Program income.
24 CFR 570.208	§ 570.208 Criteria for national objectives.
Standard Form- LLL, Disclosure Form to Report Lobbying	DISCLOSURE OF LOBBYING ACTIVITIES - The White House
Section 1352, Title 31, US Code	http://www.law.cornell.edu/uscode/text/31/1352
Title VI of Civil Rights Act of 1964	Title VI of the Civil Rights Act of 1964
Title VIII of Civil Rights Act of 1968 as amended	Title VIII: Fair Housing and Equal Opportunity - HUD
Section 504 of Rehabilitation Act of 1973	http://www.hhs.gov/ocr/504.html
Americans with Disabilities Act of 1990	AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED
Age Discrimination Act of 1975	Age Discrimination Act of 1975 - United States Department of Labor
Executive Order 11063	Executive Order 11063 - HUD
Executive Order 12107	EO 12107
Executive Order 12086	Executive Order 12086
Non-Discrimination in Employment and Contracting Opportunities	§ 570.607 Employment and contracting opportunities.
Section 3 of the Housing and Urban Development Act of 1968	12 USC § 1701u
Sections 104(b) and 109 of Title I of Housing and Community Development Act of 1974	http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_eq_ual_opp/FHLaws/109
Sections 104(b) and 109 of Title I of Housing and Community Development Act of 1974	http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_eq_ual_opp/FHLaws/109
Sections 104(b) and 109 of Title I of Housing and Community Development Act of 1974	http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_eq_ual_opp/FHLaws/109
24 CFR part 135	24 CFR 135
Section 3(A) of Small Business Act as amended	15 USC § 632

Provisions	Federal Regulations*	OMB Circulars for Non Gov't. Contractors	Other Federal Regulations**
National Objective Compliance/Eligibility	570.200(a)(1)+(2), 570.201-570.209, 570.506		
Scope of Work	570.503		

Time of Performance	570.503		
Compensations and Method of Payment	570.502, 570.513	A-122, A-21	24 CFR Part 85
Program Income	570.500(a), 570.503(b)(3), 570.504		
Record-Keeping Requirements	570.502, 570.503(b)(2), 570.506		24 CFR Parts 84 and 85
Reporting Requirements	570.502, 570.507		24 CFR Parts 84 and 85
Public Access to Program Records	570.502, 570.508		24 CFR Parts 84 and 85
Grant Closeout Procedures	570.502, 570.509		
Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	A-122, A-21, A-133	24 CFR Parts 84 and 85
Reversion of Assets	570.502, 570.503, 570.505		
Real Property	570.502, 570.503(b)(7), 570.505		
Other Program Requirements	570.503(b)(5), 570.600-603, 570.605-614		
Termination	570.502, 570.503		24 CFR Part 84.43
Compliance with Laws/Regulations	570.501	A-122	24 CFR Parts 84 and 85
Antidiscrimination/Affirmative Action and EEO	570.601, 570.602, 570.607		
Financial Management	570.502, 570.610		24 CFR Parts 84.20 and 85.20 and Treasury Cir. 1075
Audits	570.502, 570.610	A-133	24 CFR Parts 84.26 and 85.26
Religious and Political Activities	570.200(j), 570.207		
Budget Modifications	570.502, 570.503(b)(1)		
Monitoring	570.501(b), 570.502(b)(vii), 570.503(b)(1)		24 CFR Parts 84 and 85
Conflict of Interest	570.611		24 CFR Parts 84 and 85
Procurement Methods	570.502		24 CFR Parts 84.40-48 and 85.36
Budget	570.503		
Project Schedule/Milestones	570.503		
Environmental Review	570.503(b)(3)(1)		

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

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

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

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

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

Federal Davis-Bacon Wages Determination

"General Decision Number: MI20240026 02/02/2024

Superseded General Decision Number: MI20230026

State: Michigan

Construction Type: Residential

Counties: Berrien and Cass Counties in Michigan.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

FDBWD - continued

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0 01/05/2024

1 02/02/2024

* ELEC0153-005 06/08/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	18.29

ENGI0325-005 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25
GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 39.53	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Bulldozer; Crane; Grader/Blade; Loader; Scraper; stiff leg derrick

IRON0292-007 06/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.75	22.84

FDBWD – continued

LABO0355-002 06/01/2022

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 24.90	12.95

PAIN0312-011 06/12/2014

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 21.75	11.94

PLUM0172-005 05/30/2016

BERRIEN (City of Niles & vicinity) & CASS COUNTIES

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.96	19.18

ROOF0023-009 06/01/2023

	Rates	Fringes
ROOFER Composition.....	\$ 33.55	19.33
Slate & Tile.....	\$ 35.05	19.33

SHEE0020-030 07/01/2009

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 19.87	13.46

* SUMI2010-024 09/16/2010

	Rates	Fringes
CARPENTER.....	\$ 18.81	6.38
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	5.85
LABORER: Common or General.....	\$ 16.87 **	5.46
LABORER: Landscape.....	\$ 9.64 **	2.81
LABORER: Pipelayer.....	\$ 17.95	5.46
OPERATOR: Backhoe/Excavator.....	\$ 19.94	5.46

FDBWD - continued

OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 17.66	7.65
PLUMBER, Excludes HVAC Pipe		
Installation.....	\$ 26.17	7.55
TRUCK DRIVER: Dump Truck.....	\$ 17.00 **	5.71

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

FDBWD - continued

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

FDBWD - continued

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

FDBWD - continued

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"