

# CITY OF NILES, MICHIGAN



*2024 CDBG*

*HOME REPAIR PROGRAM BID PACKAGE: ROOFING*

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Community Development  
333 N. 2nd St.  
Niles, MI 49120  
(269) 683-4700  
Fax (269) 684-3930  
October, 2024

## **ADVERTISEMENT FOR BIDS**

CITY OF NILES, MICHIGAN

### **2024 CDBG HOME REPAIR PROGRAM - ROOFING**

Sealed proposals will be received by the City of Niles, Michigan in the office of the City Clerk until 3:30PM Local Time on November 14, 2024, at which time and place the proposals will be publicly opened and read aloud for the home repair work consisting outlined in the specifications that can be found online at:

[https://www.nilesmi.org/frequently\\_requested/bids\\_and\\_proposals.php](https://www.nilesmi.org/frequently_requested/bids_and_proposals.php)

The proposal as well as the plans and specifications under which the work will be done are on file and may be examined at the City Clerk's Office, City Hall, 333 N. 2nd St., Niles, Michigan, 49120 (269-683-4700). Copies thereof may be obtained electronically from the Community Development Department.

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

This is a project funded in part through the US Department of Housing and Urban Development, CDBG Program and in part by area foundations.

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

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF NILES

Ric Huff

City Manager

## City of Niles – CDBG Home Repair Program- Roofing Bid Specification Packages

**NOTICE:** For each item below, 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 with the City Clerk, 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 to remove and replace concrete sidewalk and related work at various locations in the City of Niles all in accordance with the specifications as prepared for the following named unit prices to wit:

**1. Roof:** The City of Niles is looking for a licensed Roofing contractor to evaluate and replace up to four roofs on the residential houses at the addresses listed below. Standards and specifications are as follows

Windows, gutters, and wall finishes shall be protected from falling shingles. Coordinate with the homeowner when pushing shingles over doorways and garage doors. Removal of debris shall be completed at the finish of every workday. Use whatever means necessary to remove all nails from the premises. Evaluate the condition of the roof decking. If bad or compromised decking is observed, please contact the Code Enforcement Official at for approval of a change order.

Underlayment for asphalt shingles, and mineral-surfaced roll roofing, shall conform to the applicable standards, roofing product requirements, and warranty requirements. If the roof slope is between 2:12 and 4:12, please comply with R905.2.7 if applicable. Prior to covering up the underlayment, take a several of photos to verify proper installation. Use a synthetic roofing underlayment in lieu of roofing felt. Adhere to shingle installation and warranty requirements. Install architectural shingles. Apply in accordance with the manufacturer's installation instructions. Architectural asphalt shingles shall meet ASTM D7158 or ASTM D3161 depending on where the building the shingles are being installed or is located and what the applicable building code requires for wind resistance. As designated in Table R301.2(1) or required by code or the manufacturer's installation requirements, an ice barrier shall be installed for asphalt shingles.

The ice barrier shall be a self-adhering polymer-modified bitumen sheet product equal to Grace® Ice and Water Shield and shall use a minimum of two rows to ensure that it extends at least 36 inches from the interior wall. Fasteners for asphalt shingles shall be galvanized steel, stainless steel, aluminum or copper roofing nails, minimum 12-gage (0.105 inch) shank with a minimum 3/8" diameter head, complying with ASTM F1667, of a length to penetrate through the roofing materials and not less than 3/4" into the roof sheathing.

Where the roof sheathing is less than 3/4" thick, the fasteners shall penetrate through the sheathing. Asphalt shingles shall have the minimum number of fasteners required by the manufacturer, but not less than four fasteners per strip shingle or two fasteners per individual shingle. Base and/or step flashing shall be installed in accordance with the manufacturer's

instructions. Soil stack, vent pipe and chimney flashing, shall be applied in accordance with the asphalt shingle manufacturer's printed instructions. Roof boots shall be Oatey® or equal.

A drip edge shall be provided at eaves and rake edges of shingle roofs. Adjacent segments of drip edge shall be overlapped not less than 2 inches. Drip edges shall extend not less than 1/4 inch below the roof sheathing and extend up back onto the roof deck not less than 2 inches. Drip edges shall be mechanically fastened to the roof deck at not more than 12 inches on center with fasteners as specified in Section R905.2.5. Underlayment shall be installed over the drip edge along eaves and under the drip edge along rake edges. If there are any discrepancies between the specifications and the code and manufacturer's installation instructions, the code and installation instructions shall prevail. All work shall comply with code, manufacturer's installation and warranty requirements and typical trade standards.

<b>Address 1: 1340 Oak St.</b>	\$
<b>Permits</b>	\$
<b>Dumpsters</b>	\$
<b>Total of Alternate Bids</b>	\$
<b>Total Estimate with Alternate Bids.</b>	\$

**BIDDER'S EXCEPTIONS OR COMMENTS:** \_\_\_\_\_

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**SUB-CONTRACTORS:** \_\_\_\_\_

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**PROJECTED COMPLETION DATE:** \_\_\_\_\_

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:

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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 this foregoing proposal shall be accepted by the said City he will complete the entire work of this contract by September 30, 2024.

In interest of expediting the award of this contract the undersigned will be required to show that he has performed work similar to that included 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 for a period of thirty (30) days after the opening thereof.

Please Print or Type

Dated and signed at \_\_\_\_\_, State of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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**Company**

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**Name of Bidder**

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**Signature Of Bidder, Title**

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**Business Address**

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**Email Address of Primary Contact**

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**Telephone Number**

# CERTIFICATION OF NON-DISCRIMINATION

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**Company**

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**Name of Bidder**

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**Business Address**

Please Check One

A. Contractor \_\_\_\_\_ B. Supplier \_\_\_\_\_ C. Other \_\_\_\_\_

Project/Product Description

## **2024 CDBG HOME REPAIR PROGRAM**

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.
1. 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.
2. 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.

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**Signature**

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**Printed Name, Title & Date**

# INSTRUCTION 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 concrete sidewalk construction and related work at various locations in the City of Niles complete and in accordance with the specifications.

## **Construction Conditions**

It is required that each bidder will examine the specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he 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 home repair and rehab as 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 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. Bidders may bid on one or multiple packages of the specifications to be considered.

## **Time of Completion**

The Contractor shall fully complete all work under this contract by **December 16, 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 \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

## **Arbitration of Disputes**

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

## **Form of Proposal**

All proposals must be made and signed by the bidder in the form attached hereto and due to the City Clerk by **3:30 PM on November 14, 2024**. 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 **“Proposal for 2024 CDBG Home Repair Program- ROOFING”**.

#### **Conformity to Specifications**

Proposals must be made in full conformity to all the conditions as set forth in the specifications for the work now on file in the City Clerk's Office.

#### **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 the 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 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 the county and state, must be given after his signature.

#### **Experience and Financial Statement**

Bidders will be required to provide references offering proof of previous experience as well as satisfactory performance in this type of work. Bidders must provide a list of past projects completed which closely resemble the quantities and value of this project. If required by the City, each bidder under consideration may be required to submit a statement of his financial status.

#### **Written or Oral Explanations**

Should a bidder find discrepancies in or omission from the contract documents or specifications, or should he be in doubt as to their meaning, he may at once notify the City Clerk and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The City Clerk 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 for the City of Niles portion of the work will be required to execute the contract between the successful Contractor and the City of Niles in the form attached hereto and to furnish sureties as hereinafter specified, within (10) consecutive calendar days after the receipt of the notice of such acceptance. In the 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. Individual contracts between private property owners and the Contractor will be separate from the City of Niles contract. The Contractor shall be responsible for preparing a separate proposal and contract with private property owners. The City of Niles will not be responsible for payment of any contracted work other than what is performed for the City.

#### **Licenses, W9 and Proof of Insurance - NOTE- REQUIRED**

All bidders must submit current copies of all professional licenses, a current and official Certificate of Insurance that include Workman's Compensation, a W9

**Insurance – NOTE –REQUIRED**

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.

**Right to Accept, to Reject and to Waive Defects**

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

**Award of Contract**

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the bidder to whom the City contemplates awarding the contract by the City Manager.

**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 bid. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.

## **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.

March, 2022  
Equal Opportunity Clause – continued

- (8) The contractor win 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]

### § 135.38 Section 3 clause

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



**2024 CDBG Home Repair Program  
Contract for Services  
City of Niles**

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 2024 CDBG Home Repair Program at various locations in the City of Niles, Michigan, all in strict accordance with the Specifications, including any and all addenda, prepared by the City of Niles, 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 prosecute 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 September 30<sup>th</sup>, 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 December 1<sup>st</sup>, 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 \$100.00 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:

<b>Address 1: 1340 Oak St.</b>	\$
<b>Permits</b>	\$
<b>Dumpsters</b>	\$
<b>Total of Alternate Bids</b>	\$
<b>Total Estimate with Alternate Bids.</b>	\$

**ARTICLE VI 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. Specifications
2. Instruction to Bidders
3. General Conditions
4. CDBG General Contract Clauses
5. Non-Discrimination Certificate
6. Advertisement for Bid
7. Contractor's Proposal
8. This Instrument

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.

**IN WITNESS WHEREOF:** The parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first written above.

\_\_\_\_\_  
**Company**

**City of Niles**

\_\_\_\_\_  
**Authorized Official**

**Mayor Nichols Shelton**

\_\_\_\_\_  
**Signature of Authorized Official, Title**

\_\_\_\_\_  
**Signature of Authorized Official, Title**

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**Business Address****333 N 2<sup>nd</sup> St. Niles, MI 49120**

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**Email Address of Primary Contact**[cdbgcoordinator@nilesmi.org](mailto:cdbgcoordinator@nilesmi.org)

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**Telephone Number****269-683-4700**

**Addendum to Contract**  
**City of Niles**  
**&**  
**CONTRACTOR**  
**CDBG General Contract Clauses**

**Termination for Convenience.** The City of Niles may terminate this entire agreement for its convenience in whole or in part at any time without cause by its Notice of such termination, issued after conferring with CONTRACTOR shall terminate the Work as instructed by the City of Niles. Upon termination, if CONTRACTOR has begun work, the City of Niles shall pay to CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR with respect to the Work so terminated, the actual value of the Work performed. If CONTRACTOR has not begun work CONTRACTOR is not entitled to recover any amount from the City of Niles due to such termination.

**Equal Employment Opportunity.** 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

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



(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act**, as amended ([40 U.S.C. 3141–3148](#)). In accordance with the statute, CONTRACTOR agrees to pay wages to laborers and mechanics at a rate not less than

the prevailing wages specified in a wage determination made by the Secretary of Labor in compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

**Copeland “Anti-Kickback” Act** ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR agrees to comply with the aforementioned and understands that they are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Niles entity will report all suspected or reported violations to the US Department of Housing and Urban Development and the Department of Labor.

**Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701–3708](#)). CONTRACTOR will comply with the Contract Work Hours and Safety Standards Act and ensure that the employment of mechanics or laborers complies with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)).

Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. CONTRACTOR agrees to provide documentation to the City of Niles of Compliance with [40 U.S.C. 3702](#) of the Act.

The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. XXX agrees to provide documentation to the City of Niles of Compliance with [40 U.S.C. 3704](#) of the Act on a weekly basis.

**Clean Air Act** ([42 U.S.C. 7401–7671q](#).) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251–1387](#)), as amended—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401– 7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension** (Executive Orders 12549 and 12689)— CONTRACTOR understands that a federal contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” CONTRACTOR agrees that they are not listed on the governmentwide exclusions in the System for Award Management.

**Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#))—CONTRACTOR certifies to that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#).

CONTRACTOR understands that it must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act. CONTRACTOR agrees to the requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Domestic Preferences for Procurements.**

(a) As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Agreed to on this day \_\_\_\_\_, 2024

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CONTRACTOR'S AGENT

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City of Niles

\_\_\_\_\_  
CONTRACTOR'S AGENT, Printed Name

\_\_\_\_\_  
City of Niles, Printed Name