

INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY

Contract

THIS CONTRACT, dated this _____ day of November, 2018, between the INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY, a Michigan public corporation, whose address is 3024 Turner Street, Lansing, Michigan 48906 (hereinafter the "Land Bank" and _____, whose address is _____ (hereinafter "Contractor"), sets forth the terms and conditions for work to be performed pursuant to RFQ Real Estate 11-2018 Commercial Real Estate Professionals.

WHEREAS, the Land Bank desires to enter into a contract to retain Contractor to perform the work set forth herein; and

WHEREAS, Contractor desires to perform the work set forth herein for the Land Bank.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and the payment in the amount of Ten percent (10%), unless adjusted percentage mutually agreed upon prior to listing specific property, for Real Estate Professional services, to be paid pursuant to the terms set forth below, the Land Bank and Contractor agree to the following:

ARTICLE I. GENERAL CONDITIONS

A. Work Specifications

1. The specifications entitled "RFQ Real Estate 11-2018 Commercial Real Estate Professionals" (hereinafter "Work Specifications") is hereby incorporated into this contract and made a part hereof for the purpose of setting forth the work to be performed under this contract.

2. It is agreed that the nature and extent of the work to be done under the Contract shall be in accordance with, and governed by, the technical specifications component of which copies are appended hereto. Additional specifications and/or drawings in elaboration or explanation of the work to be done may be prepared by the Ingham County Land Bank. Such additional specifications and/or drawings shall be considered as part of the technical specifications component of the Contract and shall be respected and followed as such by the contractor.

3. Materials, tools, and other work items shall be organized and stored so as not to unreasonably burden access to, and movement in, the premises. The Ingham County Land Bank shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water, necessary to carrying out the completion of the work. Contractor shall be held to have visited the site and the working conditions, the methods of carrying out the work and to have included in his/her proposal all costs for meeting such work conditions.

4. Contractor shall at all times enforce good order among his/her employees and shall not employ at the work site any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. The Contractor, or a competent person having authority to act for

him/her, shall be at the construction site whenever work is underway. The Contractor shall have the drawings and specifications available on the site at all times.

5. The Contractor shall at all times permit and facilitate the on-site inspection of all work by the City of Lansing for compliance with the Building Code, and work called for under this Contract.

6. The Contractor shall properly protect all new and existing work from damage. Contractor shall fully comply with all applicable construction and safety laws and regulations promulgated by the State of Michigan and its concerned departments.

7. The Contractor shall keep the premises free from accumulations of waste materials or rubbish caused by employees or work. Materials and equipment specified to be removed or replace shall become the property of the Contractor, and shall be promptly removed from the site at the Contractor's expense. At the completion of the work, the Contractor shall remove all waste, tools, equipment and surplus materials from the structure and grounds and leave the work clean and ready for use.

B. Acceptance of Bid

Contractor's bid on the Work Specifications is hereby accepted by the Land Bank, with any modifications that have been noted by the parties.

Upon acceptance of the bid and submission of evidence of satisfactory insurance coverage and professional licensure, the work to be performed under this contract shall begin within Ten (10) days from the date of this contract.

Contracted work is subject to availability of funds.

C. Completion of the Work

1. The work to be performed under this contract shall be a three-year contract (3-year), subject to annual performance review and renewal within that term.

2. It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reasons of excessive storms or floods, or by acts of Providence, or by reason of extra work ordered by the Ingham County Land Bank, or by any act, neglect, delay or default on part of the Ingham County Land Bank, the Contractor shall have no valid claim for damages on account of any such cause or delay, but he shall in such case be entitled to such an extension or advancement of the time period specified in Section 1 herein as the Ingham County Land Bank shall adjudge to be just and reasonable provided, however, that formal claim for such extensions shall be made in writing by the Contractor within one week after the date upon which such alleged cause of delay shall have occurred.

3. If Contractor fails to complete the work within the specified time, the Land Bank will send Contractor a letter by Certified Mail requesting satisfactory completion of the work within ten (10) days from the date of the letter. If Contractor fails to satisfactorily complete the work within the ten (10) day period, the Land Bank will hire another contractor to complete the work. The second contractor will be paid first. Contractor will only be entitled to the difference between the contract amount and what is paid to the second contractor, providing Contractor performed sufficient and acceptable work.

4. It is agreed that if any time the Contractor shall abandon the work of this Contract or become habitually negligent of his/her obligations under it, or shall fail to prosecute the work with

reasonable diligence so that the time of final completion of the work shall be unnecessarily and intolerably delayed in the opinion of the Ingham County Land Bank, or if he shall willfully and repeatedly violate any of the provisions of the Contract, the Ingham County Land Bank, may notify him/her to discontinue all work under this Contract, or any part thereof. Thereupon the Contractor shall discontinue such work, or such part thereof and shall cease to have any right to possession of the ground. The Ingham County Land Bank shall have the right to complete the work, or such part thereof, by Contract, and may elect and for that purpose take possession and make use of such materials and equipment as may be found upon the work site. Further, any other contractor hired to complete a breached contract will receive payment from the original contractor's balance under this contract. No termination of this contract for convenience is allowed.

D. Changes in Work

No changes in this contract or the incorporated Work Specifications shall be made except by written instrument, accepted by the Land Bank and Contractor. Contractor shall make changes in the contracted work only as ordered in writing by Ingham County Land Bank. Request for changes shall be addressed to the Ingham County Land Bank. The contract amount and completion date may be adjusted as necessary to allow sufficient time and agreeable compensation for the additional work performed.

E. Subcontractors and Assignments

No subcontract of this contract shall be made without the written consent of the Land Bank. It is agreed that the Contractor shall not assign the Contract without the written consent of the Ingham County Land Bank. The request of assignment shall be addressed to the Ingham County Land Bank. It is further agreed by the Contractor that all parts of the work which may be performed by a subcontractor shall conform to the plans and specifications as stated in this Contract, and be subject to all provisions of this Contract as if performed by his/her immediate employees and workmen. No subletting or subcontracting of the work shall in any way diminish, avoid or weaken the Contractor's obligations, liabilities, and responsibilities pursuant to this Contract.

F. Permits and Building Codes

It is Contractor's responsibility to obtain any and all necessary permits and licenses required to do the work set forth herein and, when applicable, to arrange for subsequent inspections through the appropriate authorities. Contractor will comply with all applicable local codes, regulations and ordinances, whether or not specifically stated in the Work Specifications and will comply with all applicable State and Federal Codes and Laws. The Contractor shall secure and bear the cost of shutting off and turning on public services of every nature which may be required or affected by his/her operations. Where such discontinuance of services affects consumers, due and sufficient notice shall be served on those so affected. The Contractor shall be responsible for notifying any utility company whose services are in the construction zone.

- G. Living Wage. Contractors contracting with the Land Bank primarily to perform services are required to pay their employees a "living wage" if the following two (2) conditions apply: (1) The total expenditure of the contract or the total of all contracts the Contractor has with the Land bank exceeds \$50,000 in a twelve (12) month period; and (2) the employer has more than five (5) employees. Subcontractors providing services who employ five (5) or more employees and where the total value of the contract exceeds \$25,000 are also required to provide a living wage.

Living wage is defined as an hourly wage rate equivalent to 125% of the federal poverty level. For 2018, that figure is \$15.69 per hour. Up to twenty percent (20%) of the "living wage" costs paid by the employer can be for an employee's health care benefit. This wage rate applies to part time and full time employees.

H. Access to Records/Maintenance of Records

Contractor shall make available to the Land Bank, City of Lansing, Department of Housing and Urban Development, Comptroller General of the United States, or any duly authorized representatives requires any and all reports or records pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract for a period of five (5) years after final payments are made and all pending matters are closed.

I. Insurance

The requirements set forth in the Ingham County Land Bank Fast Track Authority Vendor Insurance Policy (hereinafter "Insurance Requirements") located online at www.inghamlandbank.org or at the Ingham County Land Bank Office, are hereby incorporated into this contract and made a part hereof for the purpose of establishing minimum insurance standards.

Before commencing work, Contractor shall purchase, maintain and furnish evidence of satisfactory insurance. The Land Bank may withhold payments if Contractor has not delivered policies of insurance and endorsements or evidence of their renewal as specified in the Insurance Requirements.

Any and all required insurance policies shall be maintained until all work required under this contract has been completed to the Land Bank's satisfaction. Contractor shall be responsible for providing evidence of the renewal of any insurance policy.

J. Release of Liens

Contractor shall provide complete release of all liens arising out of this contract, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Land Bank indemnifying it against any lien, all to the satisfaction of the Land Bank prior to receiving final payment.

K. Method of Payment

Ingham County Land Bank Fast Track Authority Invoice Requirements, located online at www.inghamlandbank.org or at the Ingham County Land Bank Office, are hereby incorporated into this contract and made a part hereof for the purpose of establishing a uniform invoicing process.

Payment will be made under the supervision of the Ingham County Land Bank in one amount by a check payable to the Contractor within thirty (30) days after the satisfactory completion of all work under this Contract. Partial payment may be made on completed work, provided the Contractor submits a schedule of all costs and qualities of the various parts of the work aggregating the Contract Amount. When applying for payments, Contractor shall submit a statement based upon this schedule, itemized and supported by the Ingham County Land Bank. No partial payments shall be made after the original expiration of the time of performance.

The Land Bank will receive and pay from an original invoice in an amount equal to the work completed, inspected and approved by the Land Bank or its representative as often as twice monthly. All invoices submitted for payment must be received in the Land Bank offices according to the published schedule.

In the event work performed under this contract is paid, in whole or in part, with Prevailing Wages, Contractor shall submit a completed U.S. Department of Labor, Wage and Hour Division Form WH-347 with each invoice submitted.

Any work performed by Contractor not stated in the Work Specifications or Work Change Orders authorized by the Land Bank will not be paid under this contract. Final payment will not be released prior to written acceptance of the work as specified below.

L. Disputes Arising Under the Contract

In the event a dispute arises hereunder between Contractor and the Land Bank, the parties hereby agree: In the event an impasse is reached between the parties during the construction phase of the project, a mutually agreed upon mediator will be appointed to act as intermediary of the dispute; once project completion and final disbursement of funds has occurred, the Land Bank accepts responsibility for obtaining relief through appropriate channels including, but not limited to, the Michigan Department of Licensing and Regulation.

M. Non -Compliance

In the event the Contractor has demonstrated non-compliance with any of the clauses contained herein or those attached to the contract, the contract may be canceled, terminated or suspended, in whole or in part, and Contractor may be declared ineligible to bid on or participate in future Land Bank projects.

N. Waivers

No failure or delay on the part of either of the parties to the Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.

O. Choice of Law/Venue

This contract shall be construed according to the laws of the State of Michigan. The Land Bank and Contractor agree that the venue for the bringing of any legal or equitable action under this contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

P. Liquidated Damages

In the event that the Contractor fails to complete the work within the specified time, or extension of time granted by the Land Bank, the Contractor agrees to pay the Land Bank, as liquidated damages and not as a penalty, the sum of Fifty and zero/100ths dollars (\$50.00), per unit, for each successive calendar day after the specified time that the work remains incomplete, except where the delay is at the request of the Land Bank, or otherwise beyond the control of and without the fault or negligence of the Contractor. The Land Bank may set off the liquidated damages from any payments due the Contractor.

Q. Prevailing Wage

It is the policy of Ingham County Land Bank (ICLB) to require the payment of prevailing wages on any construction contract on a property owned by ICLB and exceeding \$10,000. The prevailing wage is determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. The Prevailing Wage Determinations provided at time of bid are part of this contract.

The Contractor is required to submit certified payrolls for all periods worked on said project to the Ingham County Land Bank, 3024 Turner Street, Lansing, MI 48906. Payment shall not be released by ICLB until such time that the certified payrolls have been reviewed.

1. Contractor shall submit to the Ingham County Land Bank before commencing work a list of all his/her Subcontractors.
2. It is the responsibility of the Contractor to notify its Subcontractors that said project requires the payment of prevailing wages. It is also the responsibility of the Contractor to supply its Subcontractors with the prevailing wage rate schedule that is included in this solicitation.
3. Prevailing wage rates shall be conspicuously posted at the jobsite.
4. Contractor shall not use independent contractors. All persons performing construction trade work under this contract shall be employees of the Contractor or employees of the Subcontractor(s).
5. Prevailing wage compliance will be monitored by the Ingham County Land Bank and/or Michigan Fair Contracting Center (MFCC).
6. Compliance monitors will conduct brief interviews with workers throughout the duration of said project.
7. Workers will be informed of the prevailing wage rates during the interview. Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by ICLB.
8. Workers may be asked to show the compliance monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime, if applicable.
9. Where applicable, the Contractor shall provide the appropriate ratio of journeymen to apprentice workers as determined by the U.S. Department of Labor, Bureau of Apprenticeship and Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their apprentice or journeymen cards to verify their status.
10. Where apprentices are employed, the Contractor and Subcontractors shall provide the appropriate apprentice level on the certified payroll form, WH-347.
11. When requested by the Ingham County Land Bank, the Contractor and Subcontractors shall submit a detail breakdown of all fringe benefits paid to their employees for all work on ICLB construction projects.

- R. Other Contracts. Ingham County Land Bank, may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his/her work with the work of such other Contractor. Ingham County Land Bank shall not be liable for any damages or increased costs occasioned by the failure of other contractors to execute their work as may be anticipated by these documents.

ARTICLE II. WORK

A. Access to Property and Utilities

The Land Bank shall supply Contractor, at no cost, the use of existing utilities such as light, heat, power, and water necessary to the performance and completion of the work. The Land Bank shall provide Contractor access to the property during the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday or as otherwise mutually agreed between the parties.

B. Materials

Contractor shall provide all materials, equipment and labor necessary to perform the work stated in the Work Specifications and any Work Change Orders not identified as Land Bank provided. Contractor shall ensure, as necessary that all construction materials are protected from weather, moisture and paint or stain spillage until completion of the work.

Unless otherwise stipulated in the Work Specifications, materials and equipment which are to be removed and replaced as part of the Work Specifications shall become the property of Contractor.

Contractor shall not use or cause to be used any hazardous materials, such as lead-based paint, in the performance of the work.

C. Cleanliness

Contractor will attempt to keep the premises clean, orderly, and safe during the performance of the work. Contractor shall be responsible for removing all stains, soil, labels, tags, or debris from the work site and the property shall be left broom clean.

D. Workmanship

All work performed under this contract shall be completed in a good and reasonable workmanlike manner in strict adherence to the Work Specifications and governing codes and safety regulations. All work shall be performed by persons skilled in their particular trade and in the tasks assigned to them.

Contractor shall provide adequate protection for new and existing surfaces while the work is being carried out. Protection shall be provided and maintained as long as required.

E. Acceptance of the Work

The Contract and the Contractor's duty of performance shall not be considered complete until the work has been finally accepted by the Ingham County Land Bank and the Contractor has furnished the following:

1. All required guarantees and warranties as specified in Section of this Contract.
2. All required lien waivers
3. All required Prevailing Wage Department of Labor forms.

Upon termination of this Contract under Section 3 herein, the Contractor shall be entitled only to payment for the portion of work completed at the time of termination, less a set-off for damages

due to the Contractor's breach in the manner slated in Section 3. Payment shall not be made until after the contract project is completed.

Upon completion of the work, the premises shall be inspected by the Land Bank or its representative to ascertain if the work stated in the Work Specifications has been completed satisfactorily. The Land Bank will be required to give written approval of the work performed when it determines that the work has been completed satisfactorily. If it is determined that the work has not been completed satisfactorily or not in accordance with the Work Specifications, the Land Bank shall, by written notice to Contractor, advise Contractor to complete and/or correct the unsatisfactory work within ten (10) days from the receipt of the written notification by the Land Bank.

ARTICLE III. WARRANTIES

A. Duty to Defend and Hold Harmless

Contractor shall at its own expense protect, defend, indemnify, and hold harmless the Land Bank, City of Lansing, its elected and appointed officials, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that it may incur as a result of any acts, omissions or negligence of Contractor, its employees or agents which may arise out of the contract.

Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Land bank, or its elected and appointed officials, employees or agents or by the insurance coverage obtained and/or maintained by Contractor pursuant to the requirements of this contract.

B. General Guarantee

Contractor expressly and impliedly warrants against any faulty materials or workmanship. Contractor expressly guarantees and agrees to remedy any defects in the work and to pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final payment unless a longer period is specified in writing by agreement of the parties. Unless otherwise specified, all materials and workmanship shall be new, of the best grade of the respective kinds for the purpose, and shall match as close as possible existing conditions and material. Whenever an article, material or equipment is specified by name a substitute of equal qualifications may be used upon the written approval of the Ingham County Land Bank. If the Contractor disturbs any work previously completed or guaranteed under another contract, the Contractor must restore such disturbed work to a condition satisfactory to the Ingham County Land Bank, and in the event of a dispute concerning the satisfactory nature of such work, the decision of the Ingham County Land Bank will be binding upon all parties.

C. Manufacturer and Supplier Warranties

Contractor shall furnish the Land Bank with all operating and maintenance instructions and manuals, as well as all manufacturer's and supplier's written guarantees and warranties covering the materials and equipment furnished in the performance of the work under this contract prior to receiving final payment.

Contractor shall, upon request, provide manufacturers' or suppliers' certification that the product furnished complies with the specified standards, in fulfilling requirements of this section.

ARTICLE IV. STATUTORY REQUIREMENTS

A. Non-Discrimination

During the performance of this contract, Contractor hereby agrees to adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended;
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended;
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted there under;
4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC §12101 et seq.) , as amended, and regulations promulgated there under;
5. If applicable, Section 109 of the Housing and Community Development Act of 1974 (42 USC §5309) as supplemented in Department of Housing and Urban Development regulations (24 CFR 570).

Furthermore, Contractor, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes is a bona fide occupational qualification).

Any violation of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Contractor is providing goods or services to the Land Bank shall be regarded as a material breach of this contract between the Land Bank and Contractor, and the Land Bank may terminate this contract effective as of the date of delivery of written notification to Contractor.

B. Equal Employment Opportunity (Executive Order 11246)

Contractor hereby agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR 60) for all contracts in excess of \$10,000.

During the performance of this contract, Contractor hereby agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, weight, height, or marital status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, national origin, religion, sex, weight, height, or marital status. 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. 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, religion, sex, weight, height, or marital status.
3. Contractor, or its collective bargaining representative, 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 advising the labor union or worker's representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September, 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to its books, records, and accounts by the Land Bank, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Government 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.
7. Contractor will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations, and 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. Contractor shall take such action with respect to any subcontractor or purchase order as the Land Bank may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Land Bank, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- C. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities
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 USC §1701u)(Section 3).

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to 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.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract. The parties to this contract certify and agree that they are under no contractual or other impediment which would prevent them from complying with these requirements.

Contractor, or its collective bargaining representative, 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 advising the labor union or worker's representative of Contractor's commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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.

Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development (24 CFR 135). Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 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.

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.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this 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 as are specified by 24 CFR 135, including termination of this contract for default, and debarment or suspension from future HUD assisted contracts..

D. Davis-Bacon Act

If applicable, the Contractor agrees to comply with the Davis-Bacon Act of 1931 (40 USC §276a) as supplemented by Department of Labor regulations (29 CFR parts 1, 3, 5, 6, and 7).

E. Contract Work Hours and Safety Standards Act

If applicable, the Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC §327 et. seq.) as supplemented by Department of Labor regulations (29 CFR part 5).

F. Copeland “Anti-Kickback” Act

If applicable, the Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 USC §874 and 40 USC §276c) as supplemented by Department of Labor regulations (29 CFR part 3), respective to all contractors and sub grants for construction or repair services.

G. Department of Housing and Urban Development Lead Based Paint Regulations

The construction or rehabilitation of residential structures is subject to the Department of Housing and Urban Development Lead Based Paint regulations (24 CFR 135). Contractor and any subcontractors shall comply with the provisions for the elimination of lead based paint hazards under subpart B of said regulations. The Land Bank will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

For the purposes of this section, a “work site” is defined as any affected work area within the home or outside the home for which containment is utilized to limit the spread of a lead hazard OR the entire home when containment is not utilized.

The Land Bank will provide funding for the first clearance examination in each “work site” to be performed and/or supervised by a vendor of its own choosing. Failure of the first clearance examination will result in subsequent test costs to be deducted from final payment to Contractor. Final payment will not be released until all “work sites” pass clearance examination for lead dust hazards.

If lead based paint has been identified within or without the home, all contractor’s employees in affected “work sites” must have a trained and certified lead supervisor present at all times and all workers must have appropriate training with proof of satisfactory certification and training on file in the Land Bank offices. The Land Bank reserves the right at any time to inspect “work sites” and check the identity of workers in affected “work sites.” The Contractor understands that any employees not correctly certified will be asked to leave the affected “work site” areas.

- H. Subcontractors. When a project is funded using any federal funding per FAR Subpart 9.4 and Executive Order 12549 and 12689 and the Government-wide Non-procurement Suspension and Debarment Common Rule (68 FR 66533), the Ingham County Land Bank Fast Track Authority can only solicit offers from, award contracts to and consent to subcontractors with responsible contractors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in the affected program. The Contractor agrees that they are not debarred or suspended from participation in this program, nor is any interested party, nor any subcontractor debarred or suspended from participation in this program.

Contractor shall submit, in writing, all names and relevant identification information to Ingham County Land Bank Fast Track Authority of all subcontractors prior to performing work on above referenced project for review and verification. Failure to do so will result in work stoppage and be considered breach of contract.

- I. Patent Rights, Copyrights and Rights in Data. If this contract results in any copyrightable materials or inventions, the Contractor agrees to comply with Land Bank’s requirements and regulations pertaining to patent rights with respect of any discovery or invention which arises or is

developed in the course of or under such contract. The Contractor also agrees to comply with the Land Bank's requirements and regulations pertaining to copyrights and rights in data, and 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.

- J. Clean Air and Water Act and Federal Water Pollution Control Act and EPA Regulations. For contracts and subcontracts of amounts in excess of \$150,000 the Contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended, as applicable to this contract. Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
- K. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- L. Energy Policy and Conservation Act. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.
- M. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- N. Iran Linked Business. The Contractor, in its Proposal and by its entry into this Agreement, certifies to the Land Bank that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.
- O. Compliance with Requirements in Part 92. The Contractor is subject to the requirements in Part 92, except 92.352, that are applicable to the City of Lansing, except §§ 92.505 and 92.506 do not apply, and the Contractor cannot assume the participating jurisdiction responsibilities for environmental review, decision making, and action under § 92.352. Applicable requirements include § 92.350, "Other Federal Requirements and Non-Discrimination", § 92.351 "Affirmative marketing; minority outreach program, §92.354 "Labor", §92.355 "Lead Based Paint", §92.356 "Conflict of Interest", § 92.357 "Executive Order 12372" and §92.358 "Consultant Activities".

ARTICLE V. AGREEMENT

A. Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

The Land Bank and Contractor agree that if any part of this contract is determined invalid, either party may open negotiations solely with respect to a substitute for such invalid portion, within two (2) weeks after a ruling has been made.

B. Entirety of Agreement

This contract constitutes the entire agreement between the Land Bank and Contractor. Any changes or modifications to this contract shall be in writing, signed by all parties hereto.

The Land Bank and Contractor agree that they have read this contract and understand the terms contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first written above.

CONTRACTOR

By:
Its:

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan, this _____ day of November, 2018, by _____ on behalf of _____ (Contractor).

Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of _____

INGHAM COUNTY LAND BANK
FAST TRACK AUTHORITY

By: Jeanna M. Paluzzi
Its: Executive Director

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan, this _____ day of November, 2018, by Jeanna M. Paluzzi on behalf of the Ingham County Land Bank Fast Track Authority.

Notary Public, State of Michigan
County of _____
My Commission Expires: _____
Acting in the County of Ingham