

**MICHIGAN CITY, INDIANA**

**LOCAL HIRING /EQUAL EMPLOYMENT OPPORTUNITY PROGRAM  
and  
CERTIFICATION OF APPLICABLE LAWS**

**The documentation required herein should be included with your bid/quote.**

**A second copy of this package should be made and taken to  
The Michigan City Human Rights Department.**

Revised February 2017

**CONTRACTOR:** \_\_\_\_\_

**CITY DEPARTMENT:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Construction Cost:** \_\_\_\_\_ **Under \$5,000.00**

\_\_\_\_\_ **Between \$5,000.00 and \$150,000.00**

\_\_\_\_\_ **Over \$150,000.00**

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## Relevant Municipal Code Provisions:

- Contract Compliance/Affirmative Action and Equal Opportunity Program: Municipal Code §66-130; 66-140—§-66-147; and §66-103.
- Local Hiring Program: Municipal Code §66-130 and §66-153—§66-159.

Municipal Code available online at [www.emichigancity.com/cityhall/clerk/municipal.htm](http://www.emichigancity.com/cityhall/clerk/municipal.htm) or in the City Clerk's Office.

## Human Rights Department Website:

- [www.emichigancity.com/cityhall/departments/humanrights/index.htm](http://www.emichigancity.com/cityhall/departments/humanrights/index.htm)

## Foreword by Carl Ridle

Greetings,

As the Executive Director of the Michigan City Human Rights Department, it is my pleasure to promote local hiring and equal opportunity in the areas of employment, public accommodations, education, and housing on behalf of all citizens of Michigan City. Furthermore, the Human Rights Commission advocates anti-discriminatory attitudes, practices, and policies.

This Local Hiring/EEO manual provides clear expectations for recipients of our City contracts to successfully comply with state/federal laws and our Municipal Code including the Michigan City Local Hiring Ordinance. Thank you in advance for your cooperation and efforts to increase the opportunities for all citizens of Michigan City.

Sincerely,

Carl Ridle

**PROCEDURES AND SUBMISSIONS APPLICABLE TO BIDDERS/QUOTERS  
AND WINNING CONTRACTORS**

**I. PROCEDURES TO FOLLOW FOR CITY CONTRACTS.**

A. TYPES OF CONTRACTS COVERED:

1. Purchase Contracts (Materials, Supplies, and Equipment);
2. Personal and Professional Service Contracts; and
3. Construction Contracts; and

B. ALL APPLICANTS FOR ALL CITY CONTRACTS MUST SIGN AND SUBMIT THE FOLLOWING:

1. Equal Employment Opportunity Clause to be Included in Public Contract (Pg. 6-7);
2. Notice of Non-Discrimination in Employment (Pg. 8-9);
3. Certification of Non-Segregated Facility (Pg. 10);
4. Certification of Compliance with Applicable Laws (pg. 11-13);
5. E-Verify Affidavit (Pg. 14);
6. Non-Investment in Iran Certification (Pg. 15);
7. Non-Collusion Affidavit (Pg. 16).

**II. CONSTRUCTION CONTRACTS BETWEEN \$5,000.00 AND \$150,000.00  
(Municipal Code §66-130 and §66-140–§147).**

A. ALL APPLICANTS FOR CONSTRUCTION CONTRACTS BETWEEN \$5,000.00 AND \$150,000.00 MUST SIGN AND SUBMIT ALL ITEMS SPECIFIED IN SECTION I(B) ABOVE WITH THEIR BID/QUOTE.

B. IN ADDITION TO THE DOCUMENTS IDENTIFIED IN SECTION I(B) ABOVE, THE APPLICANTS MUST SUBMIT:

1. Completed and executed Affirmative Action and EEO Policy Statement (Pgs. 17-18); and
2. Such documentation and reports as required by the Human Rights Department demonstrating compliance with the affirmative action and equal employment requirements of Municipal Code §66-142.

C. COMPLIANCE MONITORING: The winning contractor shall be required to permit periodic access to that part of its/his/her employment books, records, and accounts pertaining to the contract by the contracting agency's (city or department) Compliance Officer and the Human Rights Department for the purpose of verifying compliance with Municipal Code requirements.

**III. LOCAL HIRING PROGRAM APPLIES TO CONSTRUCTION CONTRACTS OVER  
\$150,000.00 PER MUNICIPAL CODE §66-130 and §66-153–§66-159.**

A. ALL BIDDERS FOR CONSTRUCTION CONTRACTS OVER \$150,000.00 MUST SIGN AND SUBMIT ALL DOCUMENTS CONTAINED IN THIS PACKET.

B. COMPLIANCE MONITORING:

1. In addition, the winning contractor shall submit documentation demonstrating compliance with the affirmative action and reporting requirements of Municipal Code §66-142 and such documentation and reports as required by the Human Rights Department.
2. The winning contractor shall be required to permit periodic access to that part of , its/his/her employment books, records, and accounts pertaining to the contract by the contracting agency's (city or department) Compliance Officer and by the Human Rights Department for the purpose of verifying compliance with the Program.

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE TO BE INCLUDED IN PUBLIC CONTRACT**

**EQUAL OPPORTUNITY CLAUSE:** During the performance of this contract, the contractor agrees to do the following:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, military service, national origin, disability or relationship. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, gender identity, military service, national origin, disability or relationship. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor shall, 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, military service, national origin, disability, or relationship.

(3) The contractor shall send to each labor union or representative of workers with whom it/she/he has a collective bargaining agreement or other contact or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity requirements of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor shall furnish all information and reports required by the City's Human Rights Department pursuant to this subdivision and shall permit access to that part of its/her/his employment books, records, and accounts pertaining to the contract by the contracting agency and by the City's Human Rights Department for purposes of verifying compliance with the Program.

(5) The contractor shall take such action as the City may direct with respect to any subcontractor as a means of enforcing the provisions of paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's contract compliance/equal employment opportunity program. In the case of contracts receiving federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

(6) The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the Human Rights Department of the City. Compliance reports, filed at such times as directed, shall contain information as to the employment practices, policies, programs, and statistics of the contractor and his subcontractors.

(7) The contractor shall include the provisions of paragraphs (1) through (8) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by the contractor or subcontractor to comply with any portion of this Program as herein stated and described will subject the offending party to any or all of the following penalties for violating its/his/her contract:

- a. Withholding of all future payments to the contractor under the involved public contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Being declared to be a non-responsible contractor and rejection for any public contract within the City or any of its departments, agencies, or divisions until such time as the contractor or subcontractor demonstrates that it/she/he has established and shall carry out the policies of the Program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.

In cases in which there is substantial or material violation, or the threat of substantial or material violation, of the Program or compliance procedure as may be provided for by contract, appropriate proceedings may be brought by the City to enforce those provisions, including enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the Program as herein stated.

IN AGREEMENT HEREOF, the Bidder/Quoter has hereunto set its/his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sole Proprietor Bidder

OR

\_\_\_\_\_  
Company or Partnership Bidder  
By: \_\_\_\_\_  
(Company/Partnership Representative)

OR

\_\_\_\_\_  
Corporate Bidder  
By: \_\_\_\_\_  
President or Authorized Signatory

ATTEST: \_\_\_\_\_  
Secretary

**NOTICE OF NONDISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_

(Employees of contractor, union or organization of workers, employment referral agencies, and training program sponsors.)

The undersigned currently holds, or represents contractors or sub-contractors who currently hold, a contract or subcontract, and may in the future bid on contracts or subcontracts, which are subject to the provisions of Michigan City Municipal Code §66-130 and §66-140—§66-147.

You are advised that, under the provisions of these contracts and in accordance with Indiana law and Municipal Code §66-142(1), contractors and subcontractors are obliged to take Affirmative Action to ensure equal employment opportunities without regard to race, creed, color, sex, sexual orientation, gender identity, military service, national origin, disability, or age. This obligation includes, but is not limited to, the following: HIRING, PLACEMENT, UPGRADING, TRANSFER, DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, TREATMENT DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

This obligation extends, so far as the responsibility of the undersigned is concerned, to any arrangement under which journeymen or apprentices are selected and referred for work on its projects.

Pursuant to IC 5-16-6-1, Contractor agrees as follows:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin, or ancestry;
- (c) That there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and



(d) That this contract may be cancelled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

Signature: \_\_\_\_\_

Contractor Liaison: \_\_\_\_\_

Contractor or Subcontractor: \_\_\_\_\_

Date: \_\_\_\_\_

COPIES OF THIS NOTICE ARE TO BE FURNISHED BY THE CONTRACTOR TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS, APPRENTICESHIP, AND TRAINING PROGRAM SPONSORS, AND EMPLOYMENT REFERRAL AGENCIES.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

With his/her bid, each Bidder is required to submit a fully executed Certificate of Non-Segregated Facilities.

### ***AGREEMENT***

The Bidder/Quoter certifies that he/she/it does not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it does not permit his/her/its employees to perform their services at any location under his/her/its control, where segregated facilities are maintained. The Bidder/Quoter certifies further that he/she/it will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments, and that he/she/it will not permit his/her/its employees to perform their services at any location under his/her/its control where segregated facilities are maintained. The Bidder/Quoter agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid/quote. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restroom and washroom, restaurant and other eating areas, time-clocks, locker rooms and other storage or dressing areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder/Quoter agrees that (except where he/she/it has obtained identical certification from proposed subcontractors for specific time periods) he/she/it will obtain identical certification from any proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she/it will retain such certifications in his/her/its files.

Name of Bidder/Quoter:

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Official Mailing Address: \_\_\_\_\_

## **CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAWS**

The Undersigned, in consideration of contracting with and/or entering into agreements with the City of Michigan City, Indiana, a governmental entity, including any of its agencies or departments, does hereby make the below certifications and acknowledges that said representations and compliance with applicable law is a requirement of doing business with a governmental entity and is deemed valuable consideration in entering into a contract with the City of Michigan City, Indiana. The Undersigned agrees to be in full compliance with all applicable laws and shall immediately notify the City of Michigan City, Indiana, in the event it has failed to comply with this certification. In such event, the City of Michigan City, Indiana may immediately terminate any and all contracts with the Undersigned. Compliance with all State and Federal laws shall include, but is not limited to, the following:

- a. Execution of Non-Collusion Affidavit(s) to be provided and submitted on a form required by the State Board of Accounts;
- b. Applicable contract provisions pursuant to IC 5-16-13 for public works projects awarded after June 30, 2015, the terms of which are specifically incorporated herein by reference as required by law;
- c. Applicable anti-discrimination provisions as required by law;
- d. E-Verify Affidavit as required by law pursuant to IC 22-5-1.7-11.1;
- e. Non-Investment in Iran Certification pursuant to I.C. 5-22-16.5, et seq.;
- f. The Undersigned, if applicable, agrees to comply with terms of IC 5-16-13-8 and represents that the project or works shall not be structured other than in the "tier" structure as required by law;
- g. Tier 1 contractor must directly contribute at least 15% of total contract price in any combination of work, material, or services (IC 5-16-13-9);
- h. Contractors of any Tier must maintain general liability insurance coverage of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and the political subdivision, who is the Owner of the project, shall be named as an additional insured (IC 5-16-13-10(b));
- i. The Undersigned, if applicable, shall comply with the requirements of IC 5-16-13-9 through 12;
- j. If applicable, pursuant to IC 36-1-12-24, which takes effect after June 30, 2015, Contractors and Subcontractors shall drug test employees when the estimated cost of any Public Works project is at least \$150,000.00;
- k. Pursuant to IC 5-16-13-10(c), for contracts awarded after June 30, 2016, to be eligible for an award, a contractor has to demonstrate that he/she/it has been certified pursuant to IC 4-13.6-4 and if the contractor will be using either a licensed engineer, architect, or surveyor, the licensee must be certified pursuant to IC 8-23-10;

- l. If applicable, the Undersigned shall comply with IC 5-16-13-13 in all respects, including but not limited to, document preservation and availability for inspection;
- m. Contractor shall pay, and provide to Owner proof of payment, of all subcontractors, laborers, material suppliers, and those performing services relating to this Contract. Absent such proof, pursuant to I.C. 36-1-12-13, Owner will withhold money from the Contract Price in sufficient amount to pay said subcontractors, laborers, material suppliers, and those furnishing services.;
- n. If five (5) feet or more of any trench is going to be used, pursuant to IC 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Part P. for trench safety systems are incorporated into this Agreement and the cost of the trench safety system shall be paid for, and shown to be paid, either as a separate pay item or in the pay item of the principal work with which the safety system(s) is/are associated;
- o. Pursuant to IC 25-28.5-1-11, it shall be unlawful for any person to act in the capacity of a plumbing contractor or journeyman plumber within this State without first obtaining a license as a plumbing contractor or journeyman plumber from the commission. If the project includes any plumbing, each bidder must submit with the bid, evidence that the person performing the plumbing is a licensed plumbing contractor in the State of Indiana (IC 36-1-12-21);
- p. Pursuant to IC 5-22-15-25 & IC 5-16-8, et seq., if any steel products are used in the manufacture of the supplies required under the terms of the contract or supplies used in the performance of the services under the contract by the contractor or a subcontractor of the contractor, the steel products must be manufactured in the United States, unless Owner determines, based on documented evidence, that the domestic steel is not reasonably available or that the cost of domestic steel is more than at least 15% higher than imported product;
- q. Pursuant to IC 5-16-13-11(2), a contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public project;
- r. Pursuant to IC 5-16-13-11(3), a contractor must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and IC 22-2-2-1 through IC 22-2-2-8 regarding employee payment timing, minimum wage, and overtime;
- s. Pursuant to IC 5-16-13-11(4), contractor must be in compliance with requirements of IC 22-3-5-1 and IC 22-3-7-34 regarding worker's compensation insurance;
- t. Pursuant to IC 5-16-13-11(5), contractor must be in compliance with requirements of IC 22-4-1 through IC 22-4-39.5 regarding the unemployment insurance program;
- u. Pursuant to IC 5-16-13-11(6), contractors must demonstrate compliance with requirements of 4-13-18-1 through 4-13-18-7 regarding a drug testing program.
- v. Pursuant to IC 5-16-13-11(7), for contracts awarded after June 30, 2016, contractors with more than 10 employees must demonstrate compliance with IC 5-16-13-12 regarding providing or participating in a job training program;

- w. Pursuant to IC 5-16-13-13, for contracts awarded after June 30, 2016, contractors of any tier must preserve payroll and related records for at least 3 years after completion of the work and those records must be kept confidential pursuant to IC 22-4-19-6(b).

Additionally, the Undersigned certifies that they/it are not aware of any relationships between the City of Michigan City, Indiana and the Undersigned, its agents, employees or assigns which violate Indiana's Anti-Nepotism laws (I.C. 36-1-20.2, et seq.) or Contracting with a Unit laws (I.C. 36-1-21, et seq.).

I hereby affirm, under the penalties for perjury, that the foregoing representations are true to the best of my knowledge and belief. All of which is sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )  
COUNTY OF \_\_\_\_\_)

The Contractor affirms, under the penalties of perjury, that it does not knowingly employ an authorized alien. The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractors has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

**NON-INVESTMENT IN IRAN CERTIFICATION**

The Undersigned certifies pursuant to I.C. 5-22-16.5, et seq., that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry. The Undersigned understands that providing a false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

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Signature of Authorized Officer or Agent

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Printed name and Title of Authorized Officer or Agent

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA                    )  
  )  
COUNTY OF \_\_\_\_\_)

The undersigned bidder/Quoter or agent, being duly sworn on oath, says that she/he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by her/him, entered into any combination, collusion or agreement with any person relative to the price to be bid/quoted by anyone at such letting nor to prevent any person from bidding/quoting nor to include anyone to refrain from bidding/quoting, and that this bid/quote is made without reference to any other bid/quote and without any agreement, understanding or combination with any other person in reference to the such bidding/quoting.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent



**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**  
 (REQUIRED INFORMATION FOR CONTRACTOR AND SUB-CONTRACTORS)  
 FOR PROPOSED CITY CONSTRUCTION PROJECTS

Relevant labor area statistics reflect 28.98% non-white labor force in Michigan City\*

Relevant labor area statistics reflect 51.9% female labor force in Michigan City\*

(Minimum Goal: 5% minorities and/or females for construction projects)

\*U.S. Census Bureau, 2011-2013 American Community Survey

It is the policy of this contractor, \_\_\_\_\_, to provide equal employment opportunities to all persons without regard to race, color, religion, sex, sexual orientation, gender identification, military service, age, national origin, or disability and to promote the full realization of equal employment opportunity through a positive continuing program.

On this City project titled:

\_\_\_\_\_

We will utilize \_\_\_\_\_ % of our workforce as **NON-WHITE MINORITIES** for this City project.

We will utilize \_\_\_\_\_ % of our workforce as **FEMALES** for this City project.

**\*\*Total workforce size for THIS CITY PROJECT \_\_\_\_\_.**

<b>White (Not Hispanic)</b>	
<b>African-American (Not Hispanic)</b>	
<b>Native American (Not Hispanic)</b>	
<b>Asian &amp; Pacific Islander (Not Hispanic)</b>	
<b>Hispanic, All Races</b>	

<b>Male</b>	
<b>Female</b>	

\_\_\_\_\_ is the Contractor's Equal Employment  
Officer.

\_\_\_\_\_ is appointed and shall be responsible for submitting monthly manpower utilization and, if applicable, weekly wage requirement reports during the contract period.

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**\*\*PLEASE NOTE: THE MALE/FEMALE WORKFORCE TOTAL AND THE RACE WORKFORCE TOTAL MUST EQUAL THE TOTAL WORKFORCE SIZE.**

**Copies of this notice will be posted by the Contractor in conspicuous places available to employees and applicants for employment.**

**MICHIGAN CITY LOCAL HIRING AGREEMENT**  
**(For construction contracts of \$150,000 or more)**

This Agreement ("Agreement") is made and entered into by and between the \_\_\_\_\_  
\_\_\_\_\_ (which said political subdivision is hereinafter referred to as "Owner") and  
\_\_\_\_\_ (hereinafter referred to as "Contractor"). This Agreement has been developed pursuant to the Michigan City Local Hiring Program set forth in §66-130 and §66-153—66-159 of the Michigan City Municipal Code. This Agreement will be carried out by the Owner and the Contractor as a term and condition of that certain Contract awarded pursuant to action of the Owner and the Contractor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, Contractor and Owner, by their signatures below, acknowledge that the provisions of §66-130 and §66-153—66-159 of the Michigan City Municipal Code, commonly known as the Local Hiring Program, applies to and is hereby incorporated into this Agreement; and

**WHEREAS**, Contractor and Owner have met and reviewed an inventory of wage-paid positions that Contractor estimates will be filled during the term of the Contract at the site of the Construction Project; and

**WHEREAS**, Contractor and Owner have met and reviewed the job descriptions and skill requirements for those positions.

**NOW, THEREFORE**, Contractor and Owner agree to implement the provisions of the Local Hiring Program as set forth in §66-130 and §66-153—66-159 of the Municipal Code, throughout the duration of the Project by complying with the particulars set forth in the Local Hiring Program and as herein set forth below.

- A. Compliance with 50% Resident Hiring Quota.
  - 1. Contractor will meet the Resident Hiring Quota of fifty percent (50%) of the total hourly wages paid for the Project for construction work at the Construction Site.
  - 2. Contractor shall cause to be published a notice in the classified section of a newspaper of general circulation in Michigan City soliciting resident workers for the Construction Project. **The notice shall run for seven consecutive days and the first publication must occur at least ten (10) days prior to the commencement of the Project.** The notice must be substantially as follows:

MICHIGAN CITY LOCAL HIRING PROGRAM NOTICE. In accordance with the Michigan City Local Hiring Program, qualified Michigan City residents

are being afforded an opportunity to work on the [PROVIDE DESCRIPTION] Construction Project. Construction of this Project will commence on or about [PROVIDE DATE]. In order to be considered for hire under this Program, residents need to respond with union affiliation, qualifications, and availability by calling [PROVIDE COMPANY NAME AND CONTACT NUMBER] and the Michigan City Human Rights Department office (219) 873-1429.

B. Monitoring and Reporting Compliance.

1. Contractor will, prior to the commencement of construction activities, designate a specific person who will serve as the "Contractor Liaison" to the Owner through the Owner's "Compliance Officer."
2. Contractor's Liaison will be available to meet in person with the Compliance Officer within thirty-six (36) hours upon request.
3. Contractor's Liaison will provide such information to the Compliance Officer about skilled and unskilled labor positions that are being filled from time-to-time for the Construction Project and clarify the requirements of such positions as requested.
4. Contractor's Liaison shall receive referrals from the Compliance Officer or representative of the Department of Human Rights in a continuing effort to assist the Contractor in meeting the Resident Hiring.
5. Upon request, Contractor's Liaison shall provide detailed information to the Compliance Officer or designated representative of the Human Rights Department regarding the status of the Contractor meeting the requirements herein, as well as the progress/employment status of those individuals referred to and hired by the Contractor in its effort to meet those requirements.
6. Contractor's Liaison shall maintain and produce, upon demand, sufficient documentation demonstrating the Contractor's compliance with all of the requirements of the Local Hiring Program including, but not limited to, a copy of the employees' City and Indiana State-issued driver's license or identification card and at least one of the following in the employee's name:
  - a. utility bill;
  - b. vehicle registration;
  - c. lease agreement;
  - d. property-tax bill;
  - e. voter-registration card.

7. Contractor's Liaison shall provide the Compliance Officer certified payroll records on a recurring basis during the Contract Period at a frequency requested by the Compliance Officer of not less than every two (2) weeks using the Certified Payroll Report — State Form 51454 or such other format agreed to by the Owner and Contractor.
8. Contractor's Liaison shall provide the Compliance Officer Payroll records reflecting the Contractor's name, Construction Project, and payroll period. The payroll records, or a separate document, shall clearly identify which employees the Contractor contends should be credited toward the Contractor's Local Hiring Quota for Residents.
9. The Certified Payroll Report, or agreed to alternative report, shall show the total hourly wages paid under the Construction Project and the total percentage of such wages paid to Michigan City residents.
10. Contractor's Liaison shall provide the Compliance Officer such records identified by the Compliance Officer as will, in the judgment of the Compliance Officer, allow the City to verify complete compliance with this Agreement.
11. For any two-week payroll period in which the Resident Hiring Quota is not met, Contractor's Liaison shall provide the Compliance Officer a written statement addressed to the Michigan City Human Rights Department as to why the Quota has not been met, such as a letter from a union business agent or union sub-contractor affirming that no additional Michigan City residents were available to satisfy the Resident Hiring Quota.
12. For any two-week payroll period in which the Resident Hiring Quota is not met, Contractor's Liaison shall secure from the Compliance Officer or Michigan City Human Rights Department, a written statement confirming that no Michigan City residents were available to satisfy the Resident Hiring Quota.

C. Non-Compliance with Local Hiring Program

1. Pursuant to Sec. 66-158 of the Michigan City Code, the unexcused failure of a construction contractor to comply with any of the requirements of the Local Hiring Program or this Agreement pre-award may be considered by a City contracting entity as demonstrating that the Contractor is non-responsive and not eligible for award of the contract.
2. In addition, the unexcused failure of a construction contractor to comply with any of the requirements of the Municipal Code regarding the Program during the term of the contract will result in a fine of \$2,500 for the first offense and \$7,500 for the second and any succeeding offense. Violations in regards to separate construction projects shall be considered to be separate violations regardless of when they occur. In addition to the fine, the Mayor may order that a non-compliant contractor be deemed non-responsive and be barred from being

eligible to receive a contract from the City for a period of time that the Mayor finds to be warranted by the contractor's non-compliance.

**DISCLAIMERS:**

NOTHING IN THIS AGREEMENT SHALL CAUSE THE CONTACTOR TO HIRE AN INDIVIDUAL OR ENTERPRISE INTO A POSITION FOR WHICH THE INDIVIDUAL OR ENTERPRISE IS NOT QUALIFIED.

**NON-DISCRIMINATION:**

THE DISTRICT AND THE CONTRACTOR AGREE THAT THERE SHALL BE NO DISCRIMINATION AGAINST ANY EMPLOYEE OR CANDIDATE FOR EMPLOYMENT BECAUSE OF RACE, COLOR, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, MILITARY SERVICE, RELIGION, NATIONAL ORIGIN, AGE, OR DISABILITY OR ANY OTHER FACTOR SPECIFIED IN TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1983, AND SUBSEQUENT AMENDMENTS THERETO AND THAT THEY WILL COMPLY WITH ALL OTHER PERTINENT FEDERAL AND STATE LAWS REGARDING DISCRIMINATION.

**INDIANA LAW PREVAILS:**

THE PLACE AND PERFORMANCE OF THIS CONTRACT SHALL BE THE STATE OF INDIANA. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND ENFORCED ACCORDING TO THE LAWS AND REGULATIONS OF THE STATE OF INDIANA AND THE MICHIGAN CITY MUNICIPAL CODE.

**EFFECTIVE DATE:**

THIS AGREEMENT SHALL TAKE EFFECT ON THE EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT AND SHALL REMAIN IN EFFECT FOR THE DURATION OF THE CONSTRUCTION CONTRACT.

**IN WITNESS WHEREOF**, the Owner and the Contractor have affixed their signatures below.

**CONTRACTOR**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

**POLITICAL SUBDIVISION/ OWNER OF PROJECT**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title