

## **CODE OF CONDUCT**

The PROPOSER covenants that no person who presently exercises any functions r responsibilities in connection with the program has any personal financial interest, direct or indirect, in this Project.

The PROPOSER further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of its services hereunder.

The PROPOSER further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

Any interest on the part of the PROPOSER or its employees must be disclosed to the OWNER.

Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low and moderate income residents of the area.

The PROPOSER further agrees that none of the employees or officers of the firm shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

---

**Printed Name of Contractor  
(or Authorized Representative)**

---

**Title**

---

**Signature of Contractor  
(or Authorized Representative)**

---

**Date Signed**

## **CIVIL RIGHTS**

The undersigned is fully aware that his or her contract is wholly or partially federally funded, and further, agrees to abide by the:

**Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination;

**And, Civil Rights Act of 1968, Title VIII**, as amended will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin;

**And, Rehabilitation Act of 1973, Section 504**, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

**And, Housing and Community Development act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act;

**And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds;

**And, Americans with Disabilities Act of 1990**, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

**And, Executive Order 11063**, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government;

**And, Executive Orders 11246**, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

---

Printed Name of Contractor  
(or Authorized Representative)

---

Title

---

Signature of Contractor  
(or Authorized Representative)

---

Date Signed

**CITY OF MICHIGAN CITY**  
**EQUAL EMPLOYMENT OPPORTUNITY FORM**

**Contractor/Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

The Contractor acknowledges and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein, If further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruit 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 setting forth the provision of this non-discrimination clause.

The Contractor will furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

\_\_\_\_\_  
**Printed Name of Contractor**  
**(or Authorized Representative)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature of Contractor**  
**(or Authorized Representative)**

\_\_\_\_\_  
**Date Signed**

## **CONFLICT OF INTEREST**

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the proposals that the individual or firm, certifies that:

1. There is no substantial interest with any public official, employee, agency, commission, or committee with the City of Michigan City.
2. Any substantial interest, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Michigan City that develops at any time during this contract will be immediately disclosed to the Planning Department, Community Development Block Grant Office, Lead Hazard Control Program.
3. During the term of this agreement, the individual, sole proprietor, partnership, corporation, and/or association agrees not to represent any party with respect to any matter pending before the City without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the City to such representation as evidenced by an amendment to this agreement approved by the City of Michigan City.

---

Printed Name of Contractor  
(or Authorized Representative)

---

Title

---

Signature of Contractor  
(or Authorized Representative)

---

Date Signed

---

Name of Business Entity

---

Phone Number

## **ANTI-LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of he undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLOL. "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

---

Printed Name of Contractor  
(or Authorized Representative)

---

Title

---

Signature of Contractor  
(or Authorized Representative)

---

Date Signed

## **CERTIFICATION REGARDING**

### **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

1. The undersigned certifies to the City of Michigan City through its Planning Department and Community Development Block Grant Office and Lead Hazard Control and Healthy Homes Initiative Program that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from any transactions or construction projects involving the use of Federal funds;
  - b. Have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this certification had one or more public projects (Federal, State or local) terminated for cause of default.
2. Were the undersigned is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this certification.

---

**Printed Name of Contractor**  
**(or Authorized Representative)**

---

**Title**

---

**Signature of Contractor**  
**(or Authorized Representative)**

---

**Date Signed**

---

**Name of Business Entity**

---

**Phone Number**

## **ACCESS TO RECORDS AND RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the City of Michigan City & The United States Department of Housing and Urban Development, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official" City of Michigan City Closeout date of the grant or the resolution of all audit findings, whichever is later.

---

**Printed Name of Contractor  
(or Authorized Representative)**

---

**Title**

---

**Signature of Contractor  
(or Authorized Representative)**

---

**Date Signed**

# **CITY OF MICHIGAN CITY HOUSING REHABILITATION INSURANCE REQUIREMENTS**

## **CONTRACTOR**

**Insurance** – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

### **A. Workers' Compensation/Employer's Liability**

1. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the State of Indiana.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of the City of Michigan City.

### **B. Comprehensive General Liability Insurance**

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

### **C. Auto Liability Insurance:**

1. Auto Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

### **D. Excess/Umbrella Liability Insurance:**

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Auto Liability.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.