RE: Contractor's Participation List - Rehabilitation Loan Program

To whom it may concern,

The City of Lincoln Park operates a Home Rehabilitation Loan Program funded by the Department of Housing and Urban Development (HUD), designed to assist low to low-moderate income homeowners bring their homes up to code or modernize them. I am contacting you in regards to becoming a part of our list of pre-screened, licensed contractors. The list is provided to the Homeowner(s) but is not a recommendation. The index only presents a review of contractors to pick from, that are pre-evaluated, qualified and understand the program paperwork and payment guidelines.

If you wish to become a part of the list, please fill out the Contractor's Application form and the Section 3 documents that pertain to your company, with provided back up. You may serve the documents to me via email, mail, fax or brought into office. Along with the paperwork, send in a copy of your contractor's license and proof of insurance for our back up file.

If you are a certified lead abatement contractor, please provide your MDCH lead certificates. You are also required to be licensed with the Michigan Department of Community Health for lead abatement. This will automatically add you to the MDCH list located online at [www.michigan.gov/documents/Contractors-all_35972_7.htm](http://www.michigan.gov/documents/Contractors-all_35972_7.htm). This list is provided by the state, in which I give to the homeowners.

I have also supplied a blank standard contract, a contractor's affidavit and guidelines for payment for you to review. The standard contract must be signed each time a bid is awarded to your company. The standard contract is between you and the homeowner; the City of Lincoln Park acts as witness only. The contractor's affidavit must also be signed each time your company is issued a check for payment.

As indicated on the Payment Guidelines sheet, your check is issued after the work passes a final inspection. The check will be available during a payable period. We DO NOT apply a down payment. Full payment is made when the job is totally completed and passed.

If you have any questions, please feel free to contact this office.

Sincerely,

Katelynd Saldivar
Rehabilitation Clerk
Phone: 313.386.3100 ext. 2903
Fax: 313.386.3202
Email: ksaldivar@citylp.com
Company Name: __________________________________________________________

Owner Name: __________________________________________________________

Phone: _________________________ Fax: ________________________________

Email: ________________________________

Is the owner a minority? Yes No
Is the company more than 50% woman owned? Yes No

If the owner is a minority, please circle one of the following:

- African American
- Hispanic American
- Native American
- Other
- Asian/Pacific American

Has the company been certified as a Minority Business with the State of Michigan or any other jurisdiction? Yes No

If yes, please give specifics:

____________________________________________________________________
____________________________________________________________________

Is the company on the State of Michigan list of Certified Lead Abatement Companies? Yes No

Does the company employ a State of Michigan Certified Lead Abatement Supervisor? Yes No

If yes, please provide proof of Lead Certification.
Please list two business references:

1. ____________________________
   Name
   ____________________________
   Street
   ____________________________
   City    State    Zip

2. ____________________________
   Name
   ____________________________
   Street
   ____________________________
   City    State    Zip

Please list two customer references:

2. ____________________________
   Name
   ____________________________
   Street
   ____________________________
   City    State    Zip

Primary Contractor’s License # ____________________________

Subcontractor’s License # ____________________________

D & B DUN’s # ____________________________

Type of Trade:

1.____New Construction    2.____Substantial Rehab    3.____Repair
4.____Service    5.____Project Management    6.____Professional
7.____Tenant Service    8.____Education/Training    9.____Arch/Engineer

I certify that all of the above information is true:

Signature: __________________________________________ Date: ______________________

Please submit this completed form along with a copy of your insurance, picture identification, builders license and State lead certification, if applicable.
<table>
<thead>
<tr>
<th>For Office Use Only:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proof of Insurance:</td>
</tr>
<tr>
<td>Builders License:</td>
</tr>
<tr>
<td>Photo ID:</td>
</tr>
<tr>
<td>State Lead Certified:</td>
</tr>
<tr>
<td>Certified Minority Business:</td>
</tr>
<tr>
<td>References Returned:</td>
</tr>
<tr>
<td>BBB Checked:</td>
</tr>
<tr>
<td>HUD's Debarred List Checked:</td>
</tr>
</tbody>
</table>
LINCOLN PARK SECTION 3 BUSINESS CONCERN STATEMENT

Business Name: ________________________________________________________________

Business Address: __________________________________________________________________________

Contact Person: __________________________________ Title: __________________________

Telephone #: (_____) ________________________ Cell #: (_____) _________________________

☐ The Bidder certifies that it is a Section 3 Business Concern based on:

☐ Status as a Section 3 resident-owned enterprise (at least 51% owned by Section 3 residents):
  - Provide copy of resident lease, evidence of participation in public assistance program or signed Certification for Section 3 Resident.
  - Provide documentation of business ownership, such as copy of articles of incorporation, partnership agreement, list of owners/stockholders and percentage ownership of each, organization chart with names and titles.

☐ At least 30% of their permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
  - Provide complete list of all permanent, full-time employees
  - Provide list of employees claiming Section 3 status
  - Provide documentation of Section 3 status for all applicable employees such as PHA residential lease or signed certification of Section 3 Resident.

☐ Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns. (Only applicable for Prime Contractors)
  - Provide list of subcontracted Section 3 business(es) and subcontract amount.
  - Provide documentation of Section 3 status for applicable businesses

☐ The Bidder is not a Section 3 Business Concern.

I hereby certify that the information provided by me to be true and correct, and understand falsification of any information could subject me to disqualification from participation and punishment under the law.

_______________________________ _________________________
Owner Signature Date

This form must be completed and returned with bid, for bid to be considered.
Office of Community Planning & Development
3240 Ferris, Lincoln Park, MI 48146 Phone: (313) 386-3100 Fax: (313) 381-3202

SECTION 3 RESIDENT WORKSHEET

A. Are you a legal resident of the City of Lincoln Park? Yes □ No □ If yes, proceed to section B.
   If you answered no, are you a resident of Wayne County? Yes □ No □ If yes, proceed to section B.

B. Category determination:
   a. Are you a public housing resident or do you receive housing assistance: Yes □ No □
   b. Are you a Section 8 voucher holder: Yes □ No □
   c. Are you a HUD YouthBuild program participant? Yes □ No □
   d. Do you meet the income guidelines attached to this form? Yes □ No □

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Maximum Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$37,950</td>
</tr>
<tr>
<td>2</td>
<td>$43,350</td>
</tr>
<tr>
<td>3</td>
<td>$48,750</td>
</tr>
<tr>
<td>4</td>
<td>$54,150</td>
</tr>
<tr>
<td>5</td>
<td>$58,500</td>
</tr>
<tr>
<td>6</td>
<td>$62,850</td>
</tr>
<tr>
<td>7</td>
<td>$67,150</td>
</tr>
<tr>
<td>8</td>
<td>$71,500</td>
</tr>
</tbody>
</table>

If you meet the conditions of both questions in A and one of the categories of question B then you are a Section 3 resident. You must submit the documentation discussed in question C to the employer.

C. Do you have proof of residency, assistance or income? (Check the corresponding box)

Proof of Income: □ Proof of public residency (lease) □ Driver’s License or State ID
□ Pay Stub □ Lease
□ Tax Documentation □ Other

D. Applicant Information:
Name: ___________________________________________ Date: _______________________
Address:  ___________________________________________ Street  __________ City  __________ State  __________ Zip
Phone Number: ________________________ Best time to contact: ______________________
Email Address: ________________________ Annual Family Income: $____________________
Family Size: __________ Signature: ________________________________________________

By signing this form I understand this worksheet is to determine eligibility for Section 3 residency and I may be asked to provide documentation regarding my income or residence in public housing or receipt of public assistance.

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SECTION 3 CLAUSE; CONTRACTOR ACKNOWLEDGEMENT WAIVER

1. I acknowledge and understand that the Section 3 Clause pertains to all contracts in the City of Lincoln Park’s CDBG Housing Rehabilitation Program exceeding $100,000.

2. I acknowledge that if a contract exceeds $100,000, there must be an attempt to satisfy the Section 3 numerical requirements for all new employees hired and all new businesses engaged with. These requirements are:
   - Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
   - Hiring Section 3 residents for 30 percent of new employment opportunities.

3. I acknowledge that I understand the definition of a Section 3 resident: Those who live in Native American or public housing, or whose household is under 80% of HUD Area Median Income based on their household size residing within the City of Lincoln Park.

_________________________________________  ____________
Signature                                           Date

_________________________________________  ____________
Printed Name                                         Contractor Company
EXAMPLE:
CONSTRUCTION BID AND CONTRACTUAL AGREEMENT

THE UNDERSIGNED, authorized to sign binding contracts as a representative of ________________________ (herein called “CONTRACTOR”), offers and proposes to perform the work and furnish the materials necessary for the rehabilitation and/or renovation of the premises known as ________________________, Lincoln Park, Michigan, owned by ________________________ (herein called “OWNER”), in accordance with the Specifications (See Scope of Work/Bid Proposal attached), for the work to be performed and the materials to be furnished, each of which is incorporated herein by reference, for a firm price of ________________________ upon the following terms, covenants, and conditions, which upon the acceptance of this Bid and Proposal by the OWNER, and approval thereof by the City of Lincoln Park, Community Planning and Development, whose address is 3240 Ferndale, Lincoln Park MI 48146, (herein called the “CITY”), shall become mutually binding upon the OWNER and CONTRACTOR, to wit:

RECITALS UNDERLYING THIS CONTRACT

A. In order to upgrade deteriorating homes within its borders, the City of Lincoln Park has established a Housing Rehabilitation Loan Program (hereinafter referred to as the “PROGRAM”) as the same may be amended from time to time, under the administration of the Community Planning and Development Department (hereinafter referred to as the “DEPARTMENT”).

B. Pursuant to the PROGRAM, the HOMEOWNER desires to employ the services of the CONTRACTOR to supply all the material and labor necessary to repair and to rehabilitate the building on the premises described as:

Commonly Known As:

For the sum of $ ________________________

C. Such sum shall include all of the cost necessary to complete the work according to conditions set forth in the Scope/Proposal for Work and subject to the terms and conditions of the PROGRAM and all federal regulations relative to the PROGRAM which are by reference made a part of this
Contract, being designated as application/Project Number _______ (thereinafter referred to as the ‘WORK’).

AGREEMENT

NOW THEREFORE, incorporating the foregoing Recitals as an integral part thereof, and in consideration thereof and the following covenants and agreements, it is hereby agreed to, by and between the HOMEOWNER and the CONTRACTOR as follows:

I. TIME LIMITS

The CONTRACTOR shall commence WORK within five (5) working days after execution of this contract and shall satisfactorily complete the WORK within thirty (30) days from the commencement thereof. Extensions of such time limit must be agreed upon in writing by the HOMEOWNER, the City, and the CONTRACTOR. The right of the CONTRACTOR to proceed with the WORK shall not be terminated as a result of delays in the completion of the WORK due to any acts of God, the government, fires, strikes, or other reasons deemed reasonable by the CITY.

II. MATERIALS, LABOR AND UTILITIES

Unless otherwise agreed upon and stipulated by the parties, the CONTRACTOR shall provide and pay for all material, labor, tools and equipment necessary for the completion of the WORK. The HOMEOWNER will permit the CONTRACTOR, at no cost, to use existing utilities such as light, heat, power and water necessary to the carrying out and completion of the WORK. When lead clearance is necessary, the CITY will be responsible for the payment of the first lead clearance test ONLY. If the work does not pass the first test, the CONTRACTOR will be responsible for any further clearance testing necessary.

III. INSURANCE

All general contractors and subcontractors on all WORK done under this Contract are required to carry full Worker’s Compensation Insurance and Comprehensive Public Liability Insurance coverage protecting the HOMEOWNER, for no less than One Hundred Thousand ($100,000.00) Dollars in the event of property damage arising out of the WORK performed by the CONTRACTOR, and Three Hundred Thousand ($300,000.00) Dollars in the event of bodily injury including death, and otherwise in form and content satisfactory to the HOMEOWNER and the PROGRAM, and shall furnish evidence of said insurance coverage.

IV. CODES, PERMITS AND REGULATIONS

The CONTRACTOR shall obtain and pay for all permits and licenses and shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations of the PROGRAM and the City of
Lincoln Park and any other government entities having jurisdiction, bearing on the WORK. If the WORK of the CONTRACTOR or any subcontractors shall be done contrary to such laws, ordinances, rules and regulations, without such notice, the CONTRACTOR shall bear all costs arising therefrom, including without limitation the cost of bringing such WORK in compliance with all such laws, ordinances, rules and regulations.

V. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously utilize appropriate construction methods and maintain adequate protection against damage to the premises as a result of the WORK, and shall protect the HOMEOWNER'S property and all adjacent property from injury arising in connection with this Contract. The CONTRACTOR shall promptly repair, at its own expense, any such damage or injury. Further, it shall be the responsibility of the CONTRACTOR to remove from the premises any and/or all debris or refuse resulting from this Contract and dispose of such debris in accordance with any and all applicable laws, ordinances, rules and regulations, leaving the premises in a neat and orderly condition. Materials and equipment that have been removed and replaced as part of the WORK shall belong to the CONTRACTOR.

VI. ASSIGNMENT OF CONTRACT

The CONTRACTOR may not assign this Contract without the prior written consent of the HOMEOWNER and the PROGRAM. Any request for the assignment of this Contract must be addressed to the HOMEOWNER and the Director of Community Planning and Development (hereinafter the "DIRECTOR"), jointly.

VII. RESPONSIBILITY OF CONTRACTORS AND SUBCONTRACTORS

The CONTRACTOR shall be held responsible for the timely execution and satisfactory completion of the WORK in accordance with the true intent of the drawings and/or specifications provided. Said WORK shall be commenced no later than 5 working days after the signing of this Contract. All WORK shall be completed in no more than 30 days from the commencement thereof. All measurements, amounts and specifications given to the CONTRACTOR are considered approximations only, and the CONTRACTOR is therefore responsible for examining the WORK site and making their own measurements relative to this Contract. Measurements and/or specifications given to the HOMEOWNER by the PROGRAM are not absolute, but rather only approximations. The CONTRACTOR shall provide, without additional charge, all incidental items required as a part of its WORK, even though not particularly specified or indicated, and if it has good reasons for objecting to the use of any materials, appliances, or method of construction as shown or specified, it shall make a report of such objections to the HOMEOWNER, and obtain proper adjustments jointly from the HOMEOWNER and the DIRECTOR before the Contract shall become effective, and shall proceed with the WORK only with the understanding that a satisfactory job will be done.

VIII. EQUAL EMPLOYMENT OPPORTUNITY
CONTRACTOR and any subcontractor must abide by federal, state, and local regulations pertaining to equal employment opportunity as set forth under Title VII of the Civil Rights Act of 1964, Executive Order Number 11246 and any and all other applicable regulations.


CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

X. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C.327 THROUGH 333)

Any Contract in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers, CONTRACTOR shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

XI. GUARANTEES AND WARRANTIES

CONTRACTOR and any subcontractor shall guarantee and warrant the WORK performed under this Contract for a period of at least eighteen (18) months from the final inspection/approval of all of the WORK required by this Contract, as hereinafter provided. All material warranties must be supplied by the CONTRACTOR to the HOMEOWNER.

XII. LIENS AND INSPECTIONS

Before any payment to the HOMEOWNER and CONTRACTOR by the City can be made, the CONTRACTOR must arrange for final inspection of all the WORK performed by the CONTRACTOR. If necessary, the CONTRACTOR will notify the Office of Community Planning and Development to schedule a Lead Clearance Test. Such payment will only be made after the CONTRACTOR has furnished to the HOMEOWNER, an invoice together with a satisfactory sworn statement, waivers of any liens and releases of any liens and/or claims by liens by the CONTRACTOR, subcontractors, laborers, and material suppliers. The City of Lincoln Park and/or its designs, must be at all times permitted to examine and inspect the rehabilitation WORK. If the plans, specifications, instructions, laws, ordinances or any public authority require the WORK to be specifically inspected, tested or approved, the CONTRACTOR shall give the City of Lincoln Park the time fixed for such inspection. If any WORK should be covered up without the approval
and consent of the City of Lincoln Park, it must, if required by the City Building Department, be uncovered for examination at the CONTRACTOR’S expense. If such WORK should be found not to be in accordance with this Contract, including incorporated plans and specifications, the CONTRACTOR shall pay such costs. At all times, the CONTRACTOR and the HOMEOWNER shall permit the U.S. Government or its designee’s to examine and inspect the rehabilitation WORK.

XIII. ORDERS AND COOPERATION FROM HOMEOWNERS

The HOMEOWNER, under normal conditions, shall not direct or give orders to the subcontractors or laborers on the job nor request any change orders to the work specified without prior written agreement of the City. The HOMEOWNER will cooperate with the CONTRACTOR to facilitate the performance of the WORK, including the removal and replacement of rugs, coverings, and furniture as necessary. The premises are to be occupied during the course of the construction. The HOMEOWNER shall provide access to his property during the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday, or as otherwise mutually agreed upon by the parties.

XIV. PAYMENT OF CONTRACT

The Contract price will be paid to the HOMEOWNER/CONTRACTOR (two party check) in one lump sum amount after the work is satisfactorily completed (satisfactorily completed meaning in accordance with all applicable codes and quality standards and to the satisfaction of the HOMEOWNER), except when a part of the WORK cannot be performed due to weather conditions, then partial payments may be approved by the DIRECTOR. The City will issue a two-party check made out to the HOMEOWNER and the CONTRACTOR. Payments due under this contract will be paid within twenty (20) working days after the City of Lincoln Park receives the CONTRACTOR’S invoice, sworn statement, waivers of lien, releases of lien or claims for liens by subcontractors, laborers and material suppliers for completed WORK or installed materials, any and all applicable warranties or guarantee, provided by the CONTRACTOR or manufacturers of installed items, and a Contractor’s Affidavit, and following the City of Lincoln Park’s approval of such documentation and the satisfactory completion of any required inspections. The HOMEOWNER must of course, also approve of and accept the WORK completed before payment is made.

XV. FINAL INSPECTION

The CONTRACTOR shall be responsible for requesting final building/code inspections from the City of Lincoln Park Building Department and if necessary, contact the Office of Community Planning and Development to call for a lead clearance inspection and final quality inspections by this department. The CONTRACTOR shall be responsible for having WORK completed at the time the final inspections are made. Failure to do so will necessitate a re-inspection at the CONTRACTOR’S expense.
XVI. DEFAULT

In case of default of this Contract by the CONTRACTOR, the City of Lincoln Park may procure the materials, labor, tools, equipment and/or services from other sources to complete the WORK specified and hold the CONTRACTOR responsible for any excess costs occasioned thereby.

XVII. TERMINATION

In case the CONTRACTOR fails to furnish materials or execute the WORK in accordance with the provision of this Contract, or fails to proceed with or complete the WORK within the time limit specified in this Contract, or if the provisions of this Contract are otherwise violated by the CONTRACTOR, then in any such case, upon ten (10) days written notice to the CONTRACTOR, the HOMEOWNER, in conjunction with the City of Lincoln Park, shall have the right to declare the CONTRACTOR in default in the performance of his obligations under this Contract. Said notice shall specify the reason(s) for the HOMEOWNER’S intent to declare the CONTRACTOR in default hereunder and, unless within such ten (10) day period following service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the CONTRACTOR is thus declared to be in default, the HOMEOWNER, in conjunction with the City of Lincoln Park, will proceed to have the WORK completed, shall deduct the cost of having the WORK completed from any money due the CONTRACTOR under this Contract and in addition the CONTRACTOR shall be responsible for any damages incurred by the HOMEOWNER by reason of said default.

XVIII. DISPUTES

Controversies between the CONTRACTOR and the HOMEOWNER shall be settled by the DIRECTOR or his designee. The decision of the DIRECTOR or his designee shall be final and binding upon the parties.

XIX. NON-LIABILITY OF THE CITY OF LINCOLN PARK

The parties hereto agree to indemnify and to hold harmless, the City of Lincoln Park and all representatives thereof, for any damages concerning any and all undertakings and the execution of this Contract, including but not limited to costs and reasonable attorney fees.

XX. NOTICE

Notices to be given by the HOMEOWNER and/or the City of Lincoln Park to the CONTRACTOR, shall be considered to be delivered if mailed by certified letter to the CONTRACTOR.

XXI. LEAD BASED PAINT PROHIBITED

Pursuant to federal regulations governing the CDBG Program, absolutely no lead based paint shall be used in any project funded in whole or in part by this PROGRAM.
Upon signing this Contract, the parties named below hereby affirm that they have not conspired or colluded in any unfair or illegal manner with any person in respect to this bid or Contract.

This is a binding legal document. If you are uncertain of any of its provisions or of your legal rights and obligations under this Contract, you should consult with your attorney BEFORE SIGNING THIS DOCUMENT. You have the right to consult with your attorney before signing this Contract and you will not be penalized for doing so in any way.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

ACCEPTED BY:

HOMEOWNER

Print Name of Authorized Representative

Signature of Authorized Representative

Contractor

Street

CITY OF LINCOLN PARK

By:

Katelynd R. Saldivar, Rehabilitation Clerk

Approved: CITY OF LINCOLN PARK

By:

Katelynd R. Saldivar, Rehabilitation Clerk

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Guidelines for Payment on Rehabilitation Jobs

In order to facilitate prompt payment for work you have completed, please remember to follow these steps:

1. Sign the required contract in our office before work begins. If our office does not already withhold, please provide proof of insurance for your company, company license and lead certification if applicable.

2. When applying for the permit in the building department please let them know that it is a REHAB JOB.

3. There is a phone number located in the top right of the permit to call for a final inspection once work is completed. As our contract states, it is the responsibility of the CONTRACTOR to call for a final inspection and translate back to the homeowner. When leaving information on the recording, again state that it is a REHAB JOB.

4. CHECK BACK with the inspector to be certain that the job had a final inspection. If the work is unacceptable, there will not be an approved permit issued. When necessary, we will need to receive a lead clearance as well. Our payables are run twice a month. On a payable week we must receive an approved permit. You can check with us as to when our payables are run.

5. If the work you are doing does not require a City permit, contact our office to schedule an inspection by the Director of our Office of Community Planning & Development.

6. When we have a copy of the final permit signed by the correct inspector and if necessary, a lead clearance report, we can administer a check for payment.

7. A Contractor's Affidavit is required to be signed at the time this office issues your check. Please bring identification to be photocopied.
EXAMPLE:
CONTRACTOR'S AFFIDAVIT

Final Estimate

STATE OF MICHIGAN      COUNTY OF WAYNE

THE Undersigned, authorized to sign binding contracts as a representative of ________________, (herein called "CONTRACTOR"), offers and proposes to perform the work and furnish the materials necessary for the rehabilitation and/or renovation of the premises known as __________________, Lincoln Park, Michigan, owned by ________________, (herein called "OWNER"), in accordance with the Specifications (See Scope of Work/Bid Proposal attached), for the work to be performed and the materials to be furnished, each of which is incorporated herein by reference; and the undersigned further represent that the subject work has now been accomplished, and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing said project, as well as all other claims arising from the performance of the said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release, and relinquish any and all claims or right of lien which the undersigned has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ Day of __________________________, ________.

________________________
Contractor Signature

________________________
Title

________________________
Subscribed and sworn to before me this _____ day of ______________, in the year of our Lord, 20______

________________________
Doreen P. Christian, Notary Public
Wayne County Michigan
My Commission Expires: 10/29/2018