SOLICITATION FOR INTERESTED CONTRACTORS for the:
CDBG Isaac Housing Programs

SUBMITTALS

Submittals received will be reviewed within three to five (3-5) days of receipt for consideration of the contractor pool, however, those submittals will be considered at a later time as a supplement to the initial qualified contractor pool. All documents must be submitted through http://www.sjbparish.com/solicitations to be considered. Response to this solicitation will be accepted through the parish inbox ONLY.

QUESTIONS OR CONCERNS REGARDING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO:

Dr. Kia Price, Purchasing and Procurement
Phone: (985) 652-9569 E-mail: k.price@sjbparish.com

QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 3:00 P.M.

REQUIRED SIGNATURE PAGE FOR SOLICITATION
This page, signed by an authorized officer of your Company, must accompany your packet as the cover page.

I, the undersigned, having carefully examined the Solicitation, propose to furnish services in accordance therewith as set forth in the attached qualification.

I hereby certify that this qualification is genuine and not a sham or collusive qualification, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham qualification or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the Parish to consider this qualification, the Company irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to St. John the Baptist Parish, and Company further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a qualification to or from performing work or providing supplies to St. John the Baptist Parish.

Please type or print legibly information below.

Proposer hereby acknowledges receipt of the Solicitation and agrees to Terms and Conditions set forth in this Solicitation. An original copy of this form will be required upon eligibility notification from the parish.

SOLICITOR’S INFORMATION

Firm Name: ________________________________________________________________

Address: __________________________ City/State/Zip: __________________________

Phone No.: ________________________ Fax No.: __________________________

AUTHORIZATION TO PROPOSE (must be signed):

By: ______________________________  ___________          __________________________
    Signature                                                 Offer Date       Printed Name

EMAIL ADDRESS: __________________________________________________________________

Primary Contact Person (If other than above):

Name: _________________________ Phone No: __________________ Fax No: ______

Title: ___________________________ E-mail Address: __________________________

________________________________________________________________________

If these qualifications are being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: __________________________________________________________________

Phone No: __________________________ Fax No: __________________________

E-mail Address: ____________________________
SOLICITATION FOR INTERESTED CONTRACTORS

Subject: General Contractors for the: CDBG Isaac Housing Programs

Company______________________________ Name______________________________ [PRINT OR TYPE]
Federal Tax I.D. No.________________________ Signature*________________________
Street Address__________________________ Title______________________________
City _____________________________ __________________________ State ___________
Street Address__________________________ Zip Code __________________________
Telephone: ____________ Fax ____________ Date______________________________
E- Mail______________________________

*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

By signing this page, I understand the following:

1) All information on this Solicitation cover page must be completed.

2) A completed packet with all required forms must be received for consideration. Homeowners will be allowed to choose their own contractor but are required to obtain three bids and provide those to the Parish.

3) Contractor’s pool does not promise that a bid award will be obtained.

4) All licenses/certifications are required to be placed on the contractor’s pool.

QUESTIONS OR CONCERNS REGARDING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO:
Dr. Kia Price, Purchasing and Procurement
Phone: (985) 652-9569 E-mail: k.price@sjbparish.com

QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 3:00 P.M. daily.

Original copy of this form will be required upon notification of eligibility
BACKGROUND

St. John the Baptist Parish invites responses to this solicitation from licensed construction Contractors with a minimum of five years’ experience to provide construction services for rehabilitation, reconstruction and elevation of residential structures in compliance with all applicable local, Federal, and State statutory requirements with special attention paid to requirements for grants under the United States Department of Housing and Urban Development (“HUD”) disaster recovery grant program for Hurricane Isaac as designated in the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013 (the “Act”) through HUD Grant B-13-DS-22-0001 as well as requirements of the State of Louisiana Office of Community Development/Disaster Recovery Unit and St. John the Baptist requirements. St. John the Baptist Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women’s business enterprises to apply.

Construction projects could include single family residential structures or multi-family rental structures comprised of four units or less. This program intends to prequalify General Contractors to participate in the Qualified Contractor Pool [QCP].

St. John the Baptist Parish will assign projects to General Contractors within the Qualified Contractor Pool based upon capacity, capability, and performance and through a bidding process. The construction contract for this work will be between the General Contractor and the property owner. The Parish performs inspections of the work and will pay the contractor on behalf of the owner.

BUILDERS MUST BE IN THE QUALIFIED CONTRACTOR POOL (QCP) TO BE ELIGIBLE TO PARTICIPATE IN THE CDBG HOUSING PROGRAMS.

Homeowner Rehabilitation Program

The St. John the Baptist Parish Homeowner Rehabilitation Program is intended to provide CDBG-DR financial assistance in the form of a grant to eligible homeowners to rehabilitate, reconstruct and elevate their single family houses in St. John the Baptist Parish that sustained damage as a result of Hurricane Isaac. 130 properties are estimated for this program.

Elevation will only be provided in conjunction with rehabilitation/reconstruction and won’t be a standalone activity under this program. Elevation may apply to both non-substantially and substantially damaged structures.

The program is intended to address unmet needs and to assist both Low-and Moderate –Income (LMI) Households and Non LMI Households in the Parish.

Rehabilitation will consist of repairs to housing structures and their components that were damaged as a result of Hurricane Isaac. Reconstruction will consist of rebuilding a structure on the same site in substantially the same manner.

Elevation will consist of raising homes that were damaged from Isaac to 1 foot above the latest FEMA issued base flood elevation. For both rehabilitation and elevating homes, financial assistance will also be provided for work to bring the housing into compliance with applicable codes, ordinances and standards as needed.
The Parish will receive voluntary applications for assistance from St. John the Baptist Parish homeowners for this program. The Parish will implement its citizen participation plan (including community outreach meetings) to solicit applications.

The Parish will verify eligibility, inspect properties to estimate needs and costs, perform environmental reviews and will select contractors to perform the work through a bidding process. The Parish will monitor construction progress and conformance through inspections and the Parish will pay contractors on behalf of the applicant. The assistance will be accomplished through a grant agreement between the Parish and applicant and through a construction agreement between the applicant and contractor.

**Housing Elevation Program**

The Parish’s Housing Elevation Program is intended to provide assistance to single family homeowners (estimated 33) that were damaged from Isaac to mitigate potentially hazardous flood conditions through the elevation of their homes. This would be a voluntary program for residents who wish to only elevate homes which are located in flood prone areas throughout the parish. Requirements would include elevating a home at least 1 foot above the latest issued FEMA Base Flood Elevation.

The Parish will verify eligibility, inspect properties to estimate needs and costs, perform environmental reviews and will select contractors to perform the work through a bidding process. The Parish will monitor construction progress and conformance through inspections and the Parish will pay contractors on behalf of the applicant. The assistance will be accomplished through an agreement between the Parish and applicant and through a construction agreement between the applicant and contractor.

**St. John the Baptist Parish Small Rental Rehabilitation Program**

The St. John the Baptist Parish Small Rental Rehabilitation Program is intended to provide CDBG-DR financial assistance in the form of a forgivable deferred loan to eligible owners to rehabilitate, reconstruct, and elevate their small rental properties (1 to 4 units) in St. John the Baptist Parish that sustained damage as a result of Hurricane Isaac. The program is intended to address unmet needs and assist in the re-establishment of damaged rental housing in the parish, particularly for residents with low to moderate incomes. Eligible owners that are provided assistance under this program will have to maintain affordable rents to LM households for a specified time. Only LMI units will be rehabilitated under this program. Rehabilitation of market rate units will not be eligible. 30 units are estimated for this program.

Rehabilitation will consist of repairs to structures and their components that were damaged as a result of Hurricane Isaac which will bring the units into compliance with applicable codes, ordinances and standards as needed. Reconstruction, which consists of rebuilding a structure on the same site in substantially the same manner, will also be done on a case by case basis. Properties that did not sustain damage during Hurricane Isaac are not eligible for this program.

Elevation will consist of raising units that were damaged from Isaac to 1 foot above the latest FEMA issued base flood elevation. Financial assistance will also be provided for work to bring the units into compliance with applicable codes,
ordina
nces and standards as needed. Elevation will only be performed in conjunction with rehabilitation/reconstruction and won't be a standalone activity under this program. The Parish will receive voluntary applications for assistance from St. John the Baptist Parish small rental property owners for this program. The Parish will implement its citizen participation plan (including community outreach meetings) to solicit applications.

The Parish will verify eligibility, inspect properties to estimate needs and costs, perform environmental reviews and will select contractors to perform the work through a bidding process. The Parish will monitor construction progress and conformance through inspections and the Parish will pay contractors on behalf of the applicant. The assistance will be accomplished through a loan agreement between the Parish and applicant and through a construction agreement between the applicant and contractor.

The Parish will require that all work be satisfactorily completed within a reasonable amount of time agreed based on the level of work to be performed. The time period will typically be calculated as shown below, however, a different time frame may be established if warranted for a specific project. The following covers all programs:

- Minor Repair: 30 days
- Major Rehab (w/o elevation): 90 days
- Major Rehab (w/elevation): 120 days
- New Construction: 150 days.

SCOPE OF WORK

Homeowner Rehabilitation Program, Small Rental Rehabilitation Program and Housing Elevation Program

If awarded a project, contractors will be responsible for providing rehabilitation, reconstruction and elevation to small rental properties and to homeowner's properties who sustained damage during Hurricane Isaac. The work shall also include bringing properties up to applicable codes, ordinances and Parish Property Standards as needed.

The contractors must complete the project in a manner which conforms to all laws, rules and regulations which are in existence and correlate with the St. John Parish Homeowner Rehabilitation Program, Housing Elevation Program, and the Small Rental Rehabilitation Program. The contractor is responsible for obtaining materials and corresponding with the suppliers for the project, reviewing the progress and implementing changes as deemed necessary. Responsibilities may also involve removing and disposing of hazardous materials.

- Contractors will need to provide professional labor, equipment, and materials, supplies and related appurtenances adequate to perform the work in accordance with the scope of work issued by St. John Parish for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met.

- Comply with all State and Federal laws, regulations, and guidelines to include compliance with HUD Community Development Block Grant disaster laws, regulations, and guidelines (e.g., Section 3 and Green Build/Energy Star), if applicable;
• Provide documentation and tracking of construction progress and changes;

• Meet with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Project Manager and to review work upon final inspection.

**Warranty**- Contractors must provide a THREE (3) year Major Structural Defect Warranty and a ONE (1) Year Workmanship/Materials Warranty. The warranty will start from the date that the final acceptance of work is executed and shall be stipulated in the contract between the applicant and the contractor.

The scope of work for each structure will vary but may include (although not be limited to) the following:

• Coordination with property owner;
• Obtaining all necessary state and local permits and approvals after the land use permits are acquired, but prior to the commencement of the work for each structure;
• Demolition of damaged interior and exterior materials; foundation leveling, repair, and/or elevation; and structural damage repair;
• Certification for work disturbing lead-based paint is required under the US EPA’s Renovation, Repair and Painting rules;
• Building envelope repair, including roof repair or replacement and attendant damage; door and window replacement; and siding /veneer repair or replacement;
• Mechanical (HVAC), electrical, and plumbing systems repair or replacement;
• Dry wall repair or replacement; rough and trim carpentry;
• Surface preparation and painting; flooring repair or replacement;
• Project close-outs including obtaining certificate(s) of occupancy from applicable state and local authorities;
• Special needs accessibility requirements;
• Warranty Binder for all equipment and systems installed in addition to minimum one year warranties of general contractor and its sub-contractors. Address warranty issues/repairs with homeowners;
• Asbestos containing material mitigation, if necessary;
• Lead abatement, if necessary;
• Exterior site items including utility services, laterals, trenching, coordination of meters;
• Reconstruction, which consists of rebuilding a structure on the same site in substantially the same manner;
• Elevation work to include, demolition of existing foundation and construction on new foundation. In conjunction with elevation Contractor shall provide the following engineering items:
  - Flood Elevation Certificate
  - Property Survey
  - Foundation Design

**1.0 SOLICITATION OF INTERESTED CONTRACTORS PROCESS**
1.1 This Solicitation is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.

1.2 Solicitations, associated documents and addenda may be obtained from the Department of Purchasing and Procurement at 1801 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish’s website at www.sjbparish.com.

1.3 Written addenda to the Solicitation may be issued to provide clarification, corrections, or to answer questions. It is the Company’s responsibility to periodically check the parish website for addenda’s that may be issued to implement changes or clarifications to the Solicitation prior to due date.

1.4 The Parish reserves the right to request additional information to clarify Submittals. The Parish shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.

1.5 Questions and comments regarding this Solicitation must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, ATTN: Dr. Kia Price, 1801 W. Airline Highway, LaPlace, LA 70068; or by e-mail to k.price@sjbparish.com.

2.0 SUBMITTALS

2.1 Each Company shall provide a submittal package based the requested documents in this solicitation. The submittal shall provide clear and sufficient information to qualify for the contractor’s pool. Failure to provide all required information may be cause for disqualification.

2.2 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time. Documents should not be FAXED at any time.

2.3 All packets should be sent to http://www.sjbparish.com/solicitations/. Please allow 3-5 days for review before a determination is provided.

3.0 INFORMATIONAL MEETINGS

An informational meeting will be held on February 24, 2015 at 10:00 a.m. for Elevation Contractors interested in participating in CDBG- Hurricane Isaac Elevation Program. February 25, 2015 at 10:00 am for (Homeowner & Small Rental Program) in the Joel McTopy Council Chambers of the Percy Hebert Building located at 1801 W. Airline Hwy., LaPlace, LA. 70068. Questions regarding the process will be addressed. Requests for clarification related to definition of interpretation of the Solicitation shall be made in writing to St. John the Baptist Parish, Purchasing & Procurement Department, ATTN: Dr. Kia Price, 1801 W. Airline, LaPlace, LA. 70068; or by email to k.price@sjbparish.com. Oral explanations or instructions shall not be considered biding on behalf of the Parish.

4.0 PUBLIC DISCLOSURE
It is understood and agreed upon by the Company that the Parish has the right to withhold all information regarding this solicitation until all documents are verified. The release of any documents to the public is subject to the disclosure requirements of the Louisiana Public Records Act. Company specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 PARISH COMMITMENT

6.1 The parish shall have the right to reject or accept any submittal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

6.2 The Parish reserves the right to revise any part of the Solicitation by issuing an addendum to the Solicitation at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this Solicitation in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all submittals, and/or cancel this announcement if it is determined to be in the Parish’s best interest.

7.0 Withdrawn Submittals

7.1 Contractors will be allowed to withdraw from the contractor’s pool at any time provided written notification to the parish.

8.0 Evaluation and Selection

8.1 Objective: The purpose is to evaluate all Submittals with the ultimate interest of establishing a qualified pool of contractors with that Company determined to be most advantageous to the residents of the parish.

8.2 Evaluation: The parish has entered into an agreement with Royal Engineering & Consultants, LLC. for the purpose of evaluating submittals received in response to a Solicitation. Our consultants will evaluate submittals by qualified Companies on the basis of the guidelines set forth in the Solicitation. The Parish reserves the right to request additional information and clarification of any information submitted.

Evaluation criteria have been established to determine which Companies will best contribute to the overall goals of the Parish. This criteria is detailed in Exhibit A submittal page, which is attached hereto and made a part hereof.

Royal Engineering & Consultant will verify & determine if all documents meet parish requirements for the contractor’s pool.

9.0 INSURANCE REQUIREMENTS

Companies shall obtain, pay for and keep in force, at their own expense, minimum insurance effective in all localities where Companies may perform the work hereunder, with such carriers as shall be acceptable to Council:
A. **Statutory Workman’s Compensation** covering all state and local requirements and Employer’s Liability Insurance covering all persons employed by Companies in connection with this agreement.

The limits for “A” above shall be not less than:

1. Employer’s liability limits of $1,000,000/$1,000,000/$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council’s premises.

**WAIVER OF SUBROGATION** in favor of St. John the Baptist Parish Council should be indicated on certificate.

B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner’s and Contractor’s Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for “B” above shall not be less than:

1. $1,000,000 each occurrence limit
2. $2,000,000 general aggregate limit
3. $1,000,000 products/completed operations aggregate limit
4. $1,000,000 personal and advertising injury limit
5. $50,000 fire damage limit
6. $5,000 medical expense limit (desirable but not mandatory)

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for “C” above shall not be less than:

$1,000,000 CSL

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**
D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for “D” above shall not be less than:

$1,000,000 CSL

**WAIVER OF SUBROGATION** in favor of St. John the Baptist Parish Council shall be included on the Certificate.

**OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.**

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Companies shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

A 10% retainer on each CDBG payment will be held until the end of the forty-five (45) day lien period.

10.0 **SUBMITTALS REQUIRED UPON PROVISIONAL AWARD**

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current St. John the Baptist Parish Occupational License, if applicable.

11.0 **INVOICES**

Certified itemized invoices to the Parish for the payment of these services shall be submitted to the Accounts Payable Department by the 10th day of each month. The CDBG Homeowner and Small Rental Rehabilitation Program and Housing Elevation Program is a cost reimbursement. As such, participating Contractors must be able to fund relevant portions of the contract and subcontractor/vendor payment commitments for up to 30 days of an approved invoice submittal.

12.0 **PROJECT SCHEDULE**

During the term of any contract assigned or awarded under this Solicitation, the St. John the Baptist may request the General Contractor to perform certain tasks as described in the scope of work, subject to specific contract with Homeowner. All Homeowner-Contractor Construction Agreements shall be in writing, signed by both parties, and shall include a scope of services, a list of tasks to be performed by Provider, a time schedule, a list of deliverables if any, and such other information or special conditions as may necessary for
the work requested. Additionally, contracts will be assigned based in demonstrated capacity to perform, quality of workmanship and products, and timeliness of performance, among other criteria.

13.0 INSPECTION

When the homeowner and contractor have agreed to a start date, the two will notify the project consultant/monitor. He consultant/monitor shall be notified within 24 hours of the agreement. Once the consultant/monitor received the notices the inspector will be notified and will issue the homeowner and the contractor a proceed order to start the project. The consultant/monitor will be responsible for inspecting the work performed and will ensure that all contracted work is completed prior to payment of CDBG funds and that such work performed in an acceptable manner.

14.0 HOLD HARMLESS

To the fullest extent permitted by law, Company shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

15.0 EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, Company must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors’ misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five years prior to submitting the Qualifications.

16.0 DISCLOSURE

Company must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

17.0 QUESTIONS AND COMMENTS

Questions and comments regarding this Solicitation must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, ATTN: Dr. Kia Price, 1801 W. Airline Highway, LaPlace, LA 70068; or by e-mail to k.price@sjbparish.com.

18.0 REVISIONS

The Parish reserves the right to revise any part of the Solicitation by issuing an addendum to the Solicitation at any time. It is the Company’s responsibility to periodically check the parish website or the Central Bidding
website for addendum information prior to the submittal due date. Issuance of this Solicitation in no way constitutes a commitment by the Parish to award a contract.

The Parish reserves the right to accept or reject, in whole or part, all Solicitation of Qualifications submitted, and/or cancel this announcement if it is determined to be in the Parish’s best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right. The Parish also reserves the right, at its sole discretion, to waive administrative informalities contained in the Solicitation.

19.0 E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the “E-Verify” program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

20.0 ANTICIPATED CDBG TERMS AND CONDITIONS

Attached as Exhibit C are the CDGB Compliance Provisions for Construction Contracts that will apply to this work.
E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ______________________

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, ___________________________________, the owner/authorized representative of

________________________________________

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the “E-Verify” program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

________________________________________
Signature of Authorized Signatory

________________________________________
Date E-Verify ID Assigned

________________________________________
Printed Name of Signatory

________________________________________
E-Verify ID

________________________________________
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF____________________ , 20____

________________________________________
Notary Signature

Printed Notary Name: ______________________

Notary/Bar Roll Number: ______________________

My Commission is For/Expires: ______________________
PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _________________________________

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, ___________________________________, (Appearer) the owner/authorized representative of

______________________________________

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S. 14:67.20)
(d) False accounting (R.S. 14:70)
(e) Contractor’s misapplication of payments (R.S. 14:202)

(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Issuing worthless checks (R.S. 14:71)
(i) Malfeasance in office (R.S. 14:134)

________________________________________________________________________

Name of Bidder

Signature of Authorized Signatory of Bidder

________________________________________________________________________

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS ______ DAY OF __________________, 20_____.

________________________________________________________________________

Notary Signature

Printed Notary Name: __________________________ Notary/Bar Roll Number: __________________________

My Commission is For/Expires: __________________________
EXHIBIT A
Submittal

The Company shall provide written responses to the following requests in the same order as requests are stated. The Company shall address the following requests with sufficient detail to allow St. John Parish to understand how your company would fulfill St. John Parish’s needs.

1. **Title Page**: See “Required Solicitation Page for Signature”

2. **Required Forms**: Attach all forms identified in the Solicitation for submission, each signed by an authorized representative. Examples of the forms that are required include:
   - Solicitation Signature Page
   - E- Verify Affidavit
   - Past Criminal Convictions of Bidders Attestation
   - Non - Solicitation and Unemployment Affidavit

**CONTRACTORS QUALIFICATION** Contractors will not be considered if the following is not received:

3. **Firm/Team License and Certification**: Include copies of:
   - Louisiana Contractor’s License
   - Copy of Secretary of State’s Annual Report
   - Insurance Certification
   - Occupational License
   - Flood Elevation Certification (recommended but not required)
   - Provide proof of Lead Based Paint Certification and license (if required by the work specification).

4. **Compatibility (firm size versus project size)**: Include the following:
   - Size of firm with a list of available key personnel (include name and role of each person)
   - Number and size of projects currently under contract.

**Permits** - The contractor will obtain, and/or pay for, and place on file with St. John the Baptist Parish Government, all permits and licenses necessary for the completion and execution of the work. Strict compliance with Federal Regulations, State Regulations, OSHA Regulations, Municipal Codes and Ordinances shall be observed in all phases of the work. The contractor shall perform all work in conformance with the applicable state and local codes and ordinances whether or not covered by the
scope of work and drawings for the work. Contractor shall comply with all Federal Lead-based paint regulations. All lead-related work activities shall be completed by an EPA licensed lead contractor.

Contractor shall ensure that all sub-contractors perform in accordance with the terms and conditions of this contract insofar as it applies to their work, but this applicability shall not relieve the contractor from full responsibility to the owner and St. John the Baptist Parish Government CDBG-Rehabilitation Program for the proper completion of all work to be executed under the terms of the contract, and, as to the owner, the contractor shall not be released from this responsibility by any sub-contractual agreement he/she may make with others.

**Materials**- Materials shall be stored so as to ensure the reservation of their quality and fitness for the work. Lawns or the structure shall not be used for storage purposes without permission of the owner. Storage of materials and equipment will be permitted only for the duration of the contract and removed prior to job closing. Any damage done to lawns or the structure resulting from storage of materials shall be corrected by the contractor to repair any damages that occur during their rehabilitation work through the fault of the contractor or his employees. Moving furniture and other materials as it relates to creating a free area for contractors shall become the work and responsibility of the owner, unless so specified elsewhere in the scope of work and shall be done as required by contractor. In occupied buildings, the contractor shall provide the homeowner with a habitable residence at the end of each working day.

**Clean-Up**- Clean-up, storage, and proper disposal of all debris and waste materials resulting from the work shall be the responsibility of the contractor and subject to the general conditions of the rehabilitation work contract. The contractor, upon completion of work and prior to job closing will leave the premises in broom-clean condition. All debris is to be confined and covered daily and removed weekly unless specifically exempt by the Housing Rehabilitation Inspector. *Certain other conditions are required on properties subject to Lead Based Paint Rule.

**Cost Reasonableness**- After bids are received, staff will compare the chosen bid to the cost estimate to determine the cost reasonableness of the contractor’s bid. The chosen bid must be within 10% of the cost estimate. If the chosen bid is 10% higher or more than the cost estimate then the contractor will be given the opportunity to negotiate the bid into the acceptable range. If the bid cannot be negotiated into the acceptable range then the homeowner may choose another bid or seek additional bids. If the chosen bid is 10% lower or more than the cost that there are no mistakes the contractor can complete the work as outlined in the work write-up. If the bid is determined to be reasonable and responsive it may be accepted but the homeowner.

**Execution of Agreements**- Once the contractor is chosen, the contractor will prepare an agreement between themselves and the homeowner for the elevation work. When given noticed that the agreement is prepared and ready to be executed St. John the Baptist Parish Government will prepare a Homeowner-Parish Agreement and coordinate a date and time with the homeowner and contractor to execute the agreement. The homeowner will then, along with the Contractor, sign the Homeowner-Contractor Agreement. After each document is signed, the Parish will forward the Homeowner-Parish Agreement to the Parish President for signature.
REMOVAL FROM CONTRACTORS REGISTER
Contractors may be removed from the bid list for the following reasons:

- Failure to start and/or finish jobs on time as set forth in the contract documents and established at the pre-construction conference.
- Poor quality of work.
- Neglecting to take care of warranty work promptly and in a satisfactory manner.
- Failure to submit valid bids on a regular basis.
- Expiration of or failure to provide proof of insurance.
- Failure to comply with all terms and conditions set forth in the rehabilitation contract.
- At the request of the contractor.
- Failure to promptly pay materials and labor bills.
- Failure to maintain required Certificates and licenses.

Contractors removed from the Prospective Bidder List will be notified in writing of the reason for removal.
CDBG COMPLIANCE PROVISIONS
for
CONSTRUCTION CONTRACTS

(These provisions must be included in all construction contracts)

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39. FEDERAL LABOR STANDARDS PROVISIONS
1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(applicable to contracts and subcontracts above $10,000)

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation
with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**
   
   (applicable to contracts and subcontracts above $10,000)

   A. As used in these specifications:

   (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   (4) "Minority" includes:

   (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

   (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

   (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

   (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

   B. When the Contractor, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

   C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its
obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other
training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both
minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
   (applicable to contracts and subcontract over $10,000)

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
Goals for minority participation: (see table below)

Goals for female participation: 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**MINORITY PARTICIPATION GOALS**

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C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NONSEGREGATED FACILITIES**
   (applicable to contracts and subcontracts over $10,000)

   By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

   As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

   He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

   The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.


   The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.
7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

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

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

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

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

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

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

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

8. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**  
(applicable to contracts and subcontracts over $10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.
10. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**  
(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. Lead-Based Paint Hazards  
(include in contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.
B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act.

Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. **CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who has his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(applicable to contracts and subcontracts of $10,000 and under)

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. **PATENTS**

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner’s property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.
22. **TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. **ENERGY EFFICIENCY**

The Contractor shall 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 (Public Law 94-163).

24. **SUBcontracts**

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor’s subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

25. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

26. **PROTECTION OF LIVES AND HEALTH**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. **BREACH OF CONTRACT TERMS**
Any violation or breach of terms of this contract on the part of the Contractor or the Contractor’s subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
32. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

36. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. **LOBBYING**

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. **FEDERAL LABOR STANDARDS PROVISIONS**

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked thereon.
Provided: That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming to 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry;

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments of advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347_instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(i), the appropriate information being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ‘Statement of Compliance’ required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) as an apprentice in an apprenticeship program who is not individually registered in the program, and who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) as an apprentice in such an apprenticeship program who is not individually registered in the program, and who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by...
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 49 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph.
(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 28 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. (Public Law 91-54, 83 Stat 99). 42 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.