



**CONTRACTOR'S AGREEMENT FOR PERFORMING WORK
UNDER PROGRAMS FUNDED BY
CITY OF ELKHART COMMUNITY AND REDEVELOPMENT DEPARTMENT**

GOAL

It is the goal of this program to maintain affordable housing. It is expected that normal construction materials, methods and practices will be used. It is understood that most of the houses addressed through our program are very old and in some cases, in poor repair, and that it is often financially unfeasible to restore the property to its original condition, however, **no shortcuts, inferior product substitutions, or substandard workmanship will be tolerated.**

ELIGIBILITY

To become an eligible contractor under this Program, the Contractor must submit the following information on a yearly basis.

- ✓ Contractor application, including Section 3 and tax return information
- ✓ Proof of insurance
- ✓ All applicable licenses
- ✓ Any updated lead-based paint related training documentation (if applicable)
- ✓ Registered in SAM.gov

LICENSES

Contractor must submit to Community Development Specialist copies of all applicable licenses or certificates required to perform the work prior to bidding on such work.

BIDS

Each contractor must familiarize him/herself with all sections of the specifications and visit the premises to thoroughly examine the existing conditions so that his/her bid will be complete in every detail.

BONDING

Contracts over \$100,000 will require a Performance Bond

LABOR-MATERIAL

Each Contractor is to include in the bid all cartage, labor, materials, scaffolding, and implements which may be necessary to the completion of his contract. The materials must be new and of the best quality as called for and the labor must be performed by mechanics skilled in their line.

OMISSIONS

In case of materials, equipment, or both, which are not detailed in the plans or specifications, but are obviously necessary to complete the job, the Contractor shall include these in the bid.

SUBSTITUTIONS

It is not the desire of the Rehab Specialist to exclude any products of equal merit to those specified. Trade names are used only to the established quality desired. Before any substitution is made, the consent of the Community Development Specialist must be obtained.

ALTERNATES

Contractor shall bid the project as specified. If contractor desires to suggest an alternate, it must be listed in a separate paragraph in the bid under the type of work specified, and labeled as an alternate.

PERMITS

Any necessary permits required for the new construction or alterations to the building must be obtained and paid by the Contractor PRIOR to BEGINNING ANY WORK. Also, the Contractor must comply with all licensing, certification and surety bonding requirements of the City of Elkhart. It is the Contractor's responsibility to contact the Building Department to arrange for the appropriate inspections.

CODES

Improvements throughout are to conform to the current building code of the City of Elkhart. The City of Elkhart's Building Code supersedes the specifications.

LEAD SAFE WORK PRACTICES

All work that disturbs paint that has been identified or presumed to contain lead must be done in accordance with lead safe work practices. Workers or on-site supervisors must have the necessary training to ensure safe work practices are followed. Contractor is responsible for cleaning up their work

area. This includes HEPA vacuuming, mopping, and wet dusting to remove all paint chips and visible dust. A visual inspection will be performed of the area(s) in which the contractor worked. If there are any paint chips or visible dust, the contractor must re-clean at their expense. Clearance tests (dust wipes) will be performed as required by HUD guidelines. **Areas that do not pass clearance must be re-cleaned and re-tested at the contractor's expense (including the cost of additional testing).**

OWNER'S CHOICE

It is the general practice of the Program to allow the homeowner the opportunity to choose which contractor is used, even if that contractor is not the lowest bidder. If the homeowner has no preference, the lowest, responsive, responsible bidder is chosen by the Community Development Specialist. The City of Elkhart reserves the right to reject any and all bids.

LIABILITY

Each Contractor must provide Liability and Property Damage Insurance to cover accidents or damage that may result from the performance of work called for in the contract, either to the building or to the general public, or the surrounding property adjoining said premises or to employees, laborers, mechanics, or other persons. The homeowner will carry fire and extended coverage insurance on the property, but this insurance will not cover tools, equipment, or materials stored on the property, any damages or injury caused by the depositing of materials on the property. The Contractor is also responsible to maintain the statutory limits of workers' compensation insurance and to verify that subcontractors maintain the statutory limits of worker's compensation insurance. By signing this Agreement, the Contractor hereby warrants and represents that Contractor is in compliance with these insurance requirements.

PAYMENTS

All checks will be written to the Contractor. Funds for rehabilitation projects will be held by the Elkhart Community & Redevelopment Department. Payments will be made only for work that is 100% complete and will not be made until the work has been inspected and approved by the owner(s) and an inspector from the Elkhart Community & Redevelopment Department. The City reserves the right to withhold payment (in part or whole) if work is incomplete or needing re-work. Progress payments are allowed, but payments will only be made for work actually performed. A 10% retainage will be withheld and will be issued after a final inspection by the owner(s) and an inspector from the Elkhart

Community & Redevelopment Department. A payment schedule may be provided for projects requiring multiple payments.

Invoices are processed through the City of Elkhart's Controller's Office, and are subject to their restrictions and requirements. Faxed invoices are not accepted. A current W-9 must be on file before invoices can be processed. The company name and address on the W-9 must match the company name and address on the invoice. A schedule of invoice deadlines and payment issue dates is available from the Community & Redevelopment Department.

LIEN WAIVERS

The final request for payment, project inspected and completed, must be accompanied by a Lien Waiver confirming that all subcontractors and material suppliers have been paid.

CODE OF CONDUCT

The City of Elkhart is an Equal Opportunity Employer and is committed to furthering fair and equal housing opportunities. Contractors, subcontractors and employees are expected to refrain from commenting on the homeowner's or occupant's status, income, condition or cleanliness of their house, or participation in the Owner-Occupied Rehabilitation Program. Any reports of inappropriate behavior or comments, insults, threats, verbal, physical or sexual harassment, or any illegal activity, will be investigated by the City, and may result in the termination of any or all contracts. **Drinking or smoking is not allowed on the project site at any time.** Usage of the owner's restroom is up to the discretion of the owner.

Legitimate concerns regarding sanitation or access to the work area must be conveyed in a respectful manner to the Community Development Specialist.

CHANGE ORDERS

If unforeseen circumstances require additional materials, labor or both in order to complete the original scope of work, **contractor must inform the owner(s) and the Community Development Specialist prior to proceeding.** All requests for change orders are subject to approval. Once approved, a change order will be generated documenting the expected additional cost. The change order must be signed by the City, contractor, and homeowner before proceeding with the work. The City will not pay for work performed without an approved, written change order. Change orders may also be issued for

additional work items identified after the project begins. The change order becomes part of the original contract and is subject to the same requirements.

CONTRACT DISSOLUTION

In the event that a contract is terminated prior to completion of the work, the Community Development Specialist will inspect the property to determine what work has been completed, and payment will be made for that work. Any remaining scope of work under that contract will be completed by the next qualified bidder, or offered for bid and completed by a new contractor. Any costs over and above the original contract amount that are required to complete the remaining scope of work will be paid for by the original contractor.

CONFLICT RESOLUTION

If any dispute arises that the Contractor and Homeowners(s) are unable to resolve, Contractor agrees to be bound by the decision of the Elkhart Community and Redevelopment Department.

EXCLUDED PARTIES LIST

Federal and Local lists of ineligible contractors are maintained. Contractors appearing on the GSA's Excluded Parties List System (EPLS), HUD's Limited Denial of Participation (LDP), HUD's Credit Alert System (CAIVRS), or the City of Elkhart's own list are not eligible to bid on any projects.

Any contractor violating the terms of this Agreement, or with repeated quality issues (including failure of clearance tests) are subject to inclusion in the list. Please see the Contractor Exclusion Policy for more information.

CLEAN UP

Contractor must clean the project area at the end of each work day to ensure a safe area for the occupants. When the job is completed, contractor must properly clean up and remove all his/her rubbish and un-worked material from the premises and the streets. Any surplus materials such as shingles, tile, or replacement parts may be left in an appropriate storage location with the owner's permission.

INSPECTIONS

Each prime Contractor is to examine the work done by his/her own workers as well as any sub-contractors to ascertain that it is satisfactory as to scope of work, dimensions, locations and quality. Projects that require inspections by the Building Department must be arranged by the Contractor who is listed on the permit. Contractor must notify the Community Development Specialist immediately upon completion of work in order to arrange for a prompt inspection (and lead clearance test if required).

CORRECTION OF WORK

Contractor shall promptly correct all work rejected by the Community Development Specialist or Building Inspector as defective, or as failing to conform to the Specifications, or Building Code, whether observed before or after substantial completion. Contractor shall bear all costs of correcting such rejected work.

GUARANTEES / WARRANTIES

The Contractor shall guarantee his work against faulty materials or workmanship for a minimum of one year. The Contractor shall correct any defective work promptly after receiving notice from the Community Development Specialist to do so.

All parts and/or labor warranties must be submitted to the Community Development Specialist upon completion of the project. Furnish one copy of manufacturer's operation and maintenance manual covering all equipment to owner.

INSTALLATION

All material must be installed or work performed in accordance with the manufacturer's latest instructions.

E-VERIFY REQUIREMENT:

- ✓ All terms defined in Indiana Code 22-5-7.1 et.seq. apply hereto.
- ✓ Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.
- ✓ Contractor does not knowingly employ an unauthorized alien.
- ✓ Any subcontractor under this Agreement shall be required to certify by affidavit that it does not knowingly employ or contract with unauthorized aliens, and it has enrolled and is participating in the

E-Verify program. Contractor shall maintain a copy of such certification for the duration of each subcontract.

- ✓ Contractor and Subcontractors shall have 30 days after notice of any violation of these terms to cure the same (“Cure Period”). Should the violation not be remedied within the Cure Period, City shall have the right to terminate this Agreement without liability to Contractor or Subcontractor.
- ✓ The E-Verify requirements will not apply should the E-Verify program cease to exist.

ANTI-IRAN INVESTMENT REQUIREMENT

Contractor certifies that it is not now engaged in investment activities in the Country of Iran and it understands that providing a false certification could result in fines, penalties, and civil action against it.

GENERAL

Contractors, while performing work under this Program, are prohibited from making agreements with owners and/or owner’s agent, such as trading owners and/or owner’s agent part or full-time labor for Contractors additional work or materials over and above the original contract.

General and sub-contractors are prohibited from offering suggestions to owners regarding changes to Community Development Specialist’s plans, specifications, or details. Consult only with the Community Development Specialist.

All items scheduled for demolition shall become the property of the Contractor unless otherwise noted at the time of bidding. **No items containing, or presumed to contain, lead-based paint shall be given to the owner, stored on site, sold, or otherwise re-used.** They must be disposed of in accordance with lead safe work practices and local regulations.

In occupied buildings the owner and/or owner’s agent shall provide the Contractor with the services of water and electricity at no charge, and during the cold weather season, the owner and/or owner’s agent shall provide and maintain adequate heat in working areas.

Activating the services of water, gas and electricity, including the maintenance of adequate heat in unoccupied structures, unless otherwise specified, shall become the direct responsibility of the owner and/or owner’s agent during the period of all remodeling work. All costs for this service shall be borne by the owner or his authorized agent.

Where buildings to be remodeled are furnished and occupied by owners and/or tenants, the Contractors, both general and sub, shall make allowances in their bids for certain inconveniences, namely working around and over furniture, and adjusting working hours to accommodate within reason the owners and tenants daily routines.

General and sub-contractors shall cover all carpets and furniture in their working areas with plastic sheeting in accordance with lead safe work practices. Passages and hallways shall be kept clear of lumber and equipment. Bulk materials shall be stored out of the way of the owner/occupants and in a location safe from theft or damage including the weather.

Moving furniture and rugs to create free working space for Contractors shall become the work and responsibility of the owners, unless so specified elsewhere in this specification write-up.

TERMS AND CONDITIONS

Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, Community and Redevelopment Department 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 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 Agreement shall, at the option of Community and Redevelopment Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Termination for Convenience of Community and Redevelopment Department

The Community and Redevelopment Department may terminate any contract covered by this Agreement at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by Community and Redevelopment Department as provided herein, the Contractor will be paid for the work performed up to the termination date. If this contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

Changes

The Community and Redevelopment Department may, from time to time, request changes in the scope of 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 Community and Redevelopment Department and the Contractor, shall be incorporated in written amendments to this contract.

Personnel

- ✓ The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Community and Redevelopment Department.
- ✓ All of the services required hereunder will be performed by the Contractor or under his 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.

- ✓ None of the work or services covered by this Agreement shall be subcontracted without the prior approval of Community and Redevelopment Department. Any work or services subcontracted hereunder shall be subject to each provision of this Agreement.
- ✓ If new workers are hired in order to complete the project,
- ✓ If new workers are hired in order to complete the project, the contractor must follow all requirements to comply with Section 3 (see Section 3 of the Housing and Urban Development Act of 1968 on page 8 of this agreement). Any new positions hired as a result of this agreement must be advertised at the following locations.
 - a. Work One, 430 Waterfall Drive, Elkhart IN 46516
 - b. Elkhart Housing Authority, 1396 Benham Ave, Elkhart IN 46516
 - c. Goodwill Elkhart Workforce Development Services, 2001 W. Franklin Street, Elkhart IN 46516
 - d. All applicable Union Halls
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 - All applicable Union Halls

Assignability

The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Community and Redevelopment Department thereto; provided, however, that claims for money by the Contractor from Community and Redevelopment Department under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Community and Redevelopment Department Department.

Reports and Information

The Contractor, at such times and in such forms as Community and Redevelopment Department may require, shall furnish Community and Redevelopment Department such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

Findings Confidential

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

Copyright

No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

Compliance with the Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold Community and Redevelopment Department harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Agreement.

Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Community and Redevelopment Department to assure proper accounting for all project funds. These records will be made available for audit purposes to Community and Redevelopment Department or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the Community and Redevelopment Department.

Title VI Civil Rights Act of 1964

Under 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.

Section 109 of the Housing and Community and Redevelopment Department 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 receiving Federal financial assistance.

Conflict of Interest Clauses

- ✓ Interest of Members of Community and Redevelopment Department
 - No member of the governing body of the Community and Redevelopment Department and no other officer, employee, or agent of Community and Redevelopment Department who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- ✓ Interest of Other Local Public Officials
 - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement and the Contractor shall take appropriate steps to assure compliance.
- ✓ Interest of Contractor and Employees
 - The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area 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 Agreement, no person having any such interest shall be employed.

Section 3 of the Housing and Urban Development Act of 1968

“Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities
(contracts less than \$100,000)

- ✓ The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- ✓ The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the

execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- ✓ The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- ✓ The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary for Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- ✓ Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- ✓ 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.
- ✓ 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 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).

Section 3 Plan Format (for contracts \$100,000 and above)

Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of low-income residents and businesses within the City of Elkhart.

- ✓ To ascertain from the locality's program official, the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- ✓ To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- ✓ To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- ✓ *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- ✓ *To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- ✓ To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- ✓ To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- ✓ To maintain records, including copies of correspondence, memoranda, etc... which document that all of the above affirmative action steps have been taken.
- ✓ To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- ✓ To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.
- ✓ *Loans, grants, contracts, and subsidies for less than \$100,000 exempt.

Executive Order 11246, Section 202 Equal Opportunity Clause

Special Equal Opportunity Provisions (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.) Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended, however, during the performance of this contract, the Contractor agrees as follows:

- ✓ 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, 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.
- ✓ Contractor shall incorporate foregoing requirements in all subcontracts.

Executive Order 11246, Section 202 Equal Opportunity Clause - 41CFR sec 60-1 (contracts over \$10,000 aggregated over any 12-month period)

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

- ✓ The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, 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, creed, sex, color, 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Community and Redevelopment Department setting forth the provisions of this non-discrimination clause.
- ✓ The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- ✓ 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 agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under Section 202 of The provisions of Executive Order 11246 of September 24, 1965, appear at 30FR 12319, 12935, 3CFR, 1964-1965 Comp., p 339, unless otherwise noted.

- ✓ The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies or raw materials.
- ✓ The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- ✓ The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City's Department of Community and Redevelopment Department, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- ✓ In the event of the Contractor's noncompliance with the non-compliance clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- ✓ The Contractor will include the provisions of paragraphs (A) through (G) in every sub contract 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, 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 City's Department of Community and Redevelopment Department may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community and Redevelopment Department, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

Special Equal Opportunity Provisions 41 CFR Part 60-1 (Applicable to Federally assisted construction contracts and related subcontracts over \$50,000 and with 50 or more employees.)

Each prime contractor or subcontractor with 50 or more employees and a contract of \$50,000 or more is required to develop a written affirmative action program for each of its establishments (Sec. 60-1.40).

Rehabilitation Act of 1973, Section 503 Handicapped

Rehabilitation Act of 1973, Section 503 Handicapped (If \$10,000 or less)

Equal Opportunity Clause for activities and contracts not subject Rehabilitation Act of 1973, Section 503 Handicapped, as amended, however, during the performance of this contract, the Contractor agrees as follows:

- ✓ 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 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.
- ✓ 2. Contractor shall incorporate foregoing requirements in all subcontracts.

Rehabilitation Act of 1973, Section 503 Handicapped (If \$10,000 or over)

Affirmative Action for Handicapped Workers

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

- ✓ 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.
- ✓ The Contractor will include the provisions of this clause in every subcontract of purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor 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.

Rehabilitation Act of 1973, Section 503 Handicapped: A Government contractor with 50 or more employees and a Government contract of \$50,000 or more must develop a Section 503 affirmative action program. 41 CFR 60-741.40(a).

Age Discrimination Act of 1975 (for contracts over \$2,000) 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 from receiving Federal financial assistance.

Jobs for Veterans Act (JVA) – 41CFRPart 60-300 (for individual contracts of \$100,000 or more):

Contractors shall list job openings with the appropriate employment service delivery system. Employment openings subject to the mandatory job listing requirement include all positions except (1) executive and top management positions, (2) positions that will be filled from within the contractor's organization, and (3) positions lasting three days or less. Listing with the appropriate employment service delivery system must be done concurrently with a contractor's use of any other recruitment source or effort.



Contractor's Agreement

Please read and initial each item, then sign and return this page to the Community and Redevelopment Department.

_____ I have read and understand the Contractors Agreement;

_____ I understand that I must provide a complete application, registered in SAM.gov, all Licenses and certificates that are applicable to the project/bid are up to date, and proof of insurance prior to being eligible to bid on any project;

_____ I understand that my role is to provide construction, demolition or rehabilitation services, and that I am being asked to refrain from judging or commenting to or about the homeowner(s) or their home;

_____ I understand that payments will be made by the City of Elkhart on the pre-determined Board of Works schedule, and that it generally takes two to three weeks from the time an invoice is due before payment is made;

_____ I understand that I cannot charge up front for purchase of materials or work that has not been performed;

_____ I understand that I am responsible for obtaining/paying for permits and arranging for the inspections by the appropriate department;

_____ I have read the Contractor Exclusion Procedure and understand that I may be banned from bidding – temporarily or permanently, for violating any of the Program requirements;

CONTRACTOR: _____

DATE: _____

SIGNED: _____

ADDRESS: _____

Telephone: _____