

CONTRACT FOR REHABILITATION

KNOW ALL MEN BY THESE PRESENT:

GRANTEE _____ TENNESSEE

THIS AGREEMENT made this _____ day of _____ 20__ by and between
_____ hereinafter referred to as "OWNER" and
_____ hereinafter referred to as "CONTRACTOR".

WITNESSETH:

The OWNER does hereby employ the CONTRACTOR to do all the work and provide all materials, tools, machinery, supervision, etc. necessary for the rehabilitation of the property known as _____ for the total sum of _____ Dollars (\$ _____), all in accordance with the estimate, plans, and specifications which are attached hereto as the Work Write-up and expressly incorporated herein by reference and made a part hereof.

Section I General Conditions

The Bid and Proposal shall be accepted by the OWNER within ten (10) days from the date for receiving the proposal, but no work shall be commenced by the CONTRACTOR until he/she has received a written Proceed Order from the OWNER.

The OWNER shall issue a written Notice to Proceed within ten (10) days for the date of acceptance of the CONTRACTOR'S Bid and Proposal. If the order is not received by the CONTRACTOR within this ten (10) day period, the CONTRACTOR has the option of withdrawing his bid and proposal.

The CONTRACTOR must commence work within fifteen (15) calendar days after issuance of the Notice to Proceed. At the option of the OWNER this contract may be cancelled by failure of the CONTRACTOR to begin work on the date specified.

The CONTRACTOR must satisfactorily complete the work on or before (date _____) in accordance with this agreement and in good workmanlike and substantial manner.

SECTION II HOME Applicable Laws & Regulations

Homes must comply with all applicable standards listed below:

1. Executive Order 11246 Requirements as provided in Exhibit A shall apply and be made part of all contracts when the sum to be charged for the work is \$10,000 or more.
2. Prohibition of the Use of Lead-Based Paint. 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 sub-part B of said regulations. The OWNER will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
3. Section 92.350 Equal Opportunity & Fair Housing 24 CFR 207.
4. Section 92.351 Affirmative Marketing.
5. Section 92.354 Labor.
6. Section 92.356 Conflict of Interest 24 CFR 24.

7. Section 92.357 Debarment and Suspension 24 CFR 24.
8. Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970 as amended implementing Regulations A7 49 CFR. Part 24 and the requirements of 24 CFR 92.353.
9. Section 92.251 Property Standards 24 CFR Part 92.
10. Cost Effective Energy Code 24 CFR 39 on substantial rehabilitation and reconstruction.
11. The contractor must provide a drug-free workplace in compliance with the Rehabilitation Act of 1973 as amended.
12. HUD Accessibility Standards in accordance with Architectural Barriers Act 42 U.S.C. 4151-4157.
13. Americans with Disabilities Act of 1990 (Title 28 of the CFR Part 36).
14. All state and local codes and ordinances.

SECTION III Requirements

1. The work to be performed under this contract is on a project assisted under the State HOME program which provides Federal financial assistance from the Department of Housing and Urban Development and 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 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.
2. 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 134 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.
3. The CONTRACTOR will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contact or understanding if any, a notice advising said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. 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 of 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.
5. 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 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 or subcontractors 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.

The CONTRACTOR shall comply with the applicable regulations of the Secretary of Labor. United States Department of Labor made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B: 62 Stat. 862: Title 18 U.S.C. Section 874 and Title 40 U.S.C.. Section 276c) and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

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 by the municipality setting forth the provisions of this non-discrimination clause.

Grievance Procedure

Disputes between the homeowner, Grantee and CONTRACTOR may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties the grievance procedure should be followed.

Issues relating to policies and procedures of the rehabilitation program.

- The grievance by the homeowner or CONTRACTOR is to be filed with the program administrator in writing.
- The program administrator will meet with the homeowner/CONTRACTOR and negotiate a solution if this fails.
- The program administrator will forward the complaint and documentation of his/her attempts to resolve it to the local elected body who shall make a determination.
- If the local elected body is unable to negotiate a solution, the program administrator will contact the Community Programs Division of THDA.

Issues relating to complaints about the performance of the rehabilitation contract should proceed in the following manner.

All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owners and Contractor shall submit all disputes or claims regardless of the extent of the workers progress to (name of arbitrator) unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Remodeling and Construction Agreement and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor the arbitrator may award costs and attorney's fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owners, the arbitrator may award costs and attorney's fees in favor of the Owners. The affected parties may institute litigation.

The Grantee should keep documents and records of the grievance procedure. The Grantee may release funds to the CONTRACTOR for items on the work write-up which are completed and undisputed.

No member of the Grantee staff and no officer, employee, or member of the governing body of the Grantee who exercises any functions or responsibilities in connection with the carrying out of the project to which this agreement pertains shall have any private interest, direct or indirect in the agreement.

In the event violation of applicable codes and/or health and safety violations are discovered during construction said violations shall be inspected by the Housing Rehabilitation inspector and OWNER and CONTRACTOR agree to add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available the violations which are more severe will be corrected first with an appropriate change order.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically no "side" or "additional" contracts are to exist between

the Homeowner and CONTRACTOR until this contract is completed unless it is a written contract signed by both parties and must be approved by the Grantee.

Change orders must be done on the appropriate form (HO-16) and must be signed by the Homeowner, Contractor, and Grantee official. The Tennessee Housing Development Agency must approve any change order in excess of 10% of the original contract price.

SECTION IV Statement of Work

THE CONTRACTOR SHALL:

Perform the work diligently and in a good workmanship manner using the materials specified or materials of at least equal quality.

Shall complete all work as described in the work write-up and proposal. Any work added or omitted must be reviewed and approved by the Grantee in writing. Any work performed outside of the work write-up without written approval will not be paid. Any part of the construction documents that is not completed without written approval shall be completed at the discretion of the Grantee and paid for out of any balance due the contractor. Any and all costs associated with completing work that was not done by the contractor will be subject recovering the costs through all legal means.

Be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the Owner or by the Grantee.

Be responsible for when adjacent property is affected or endangered by any work done under this contract taking whatever steps are necessary for the protection of the adjacent property and for notifying the OWNER thereof of such hazard.

Agree not to assign or sublet this contract without the written consent of the OWNER. The request for the assignment shall be addressed to the OWNER c/o the Grantee.

Covenant and agree to and to hereby indemnify and to hold harmless and defend the OWNER, the Grantee and the State of Tennessee their agents, servants or employees, from against any and all claims for injuries or damages to persons or property of whatsoever kind of character whether real or asserted arising out of this agreement of the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind of character whether real or asserted occurring during the time the work is being performed and arising out of the performance of same.

Agree not to commence work under this agreement until all insurance required under this program has been secured and such insurance required under this program has been secured and such insurance has been approved by the Grantee.

After the receipt of a written Notice to Proceed from the OWNER begin the work to be performed under this contract within fifteen (15) calendar days of the date of such order. Upon commencement of work the CONTRACTOR here by agrees to complete the same on (date) .

Guarantee the improvements for a period of one year from the date of final acceptance of all work required by this contract. It is further agreed that the CONTRACTOR will furnish the OWNER c/o the Grantee with all operations and maintenance manuals, manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under this contract.

At all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work: and at the completion of the work he shall remove all constructions related trash, debris, and extra materials from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. Adjoining areas outside the construction zone affected by the construction operations must be put back to pre-construction condition. It is further agreed that all materials and equipment that have been removed and replaced as part of the work hereunder shall belong to the CONTRACTOR.

Upon completion of work and upon final payment by the OWNER furnish the OWNER with an affidavit certifying that all charges for materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract have been paid in full to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR and the CONTRACTOR's satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractor, laborers, and materials suppliers.

Further on completion of all construction work a Notice of Completion shall be filed at the County Register Deeds as required by State law and a registered copy of the document submitted to the Grantee.

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 locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for five years after contract completion unless permission to destroy them is granted by the locality. Moreover the locality, State or any authorized representative shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

THE OWNER SHALL:

Not permit any changes or additions to the agreement work write-up or plans without approval of the Grantee. If any extras are approved an amendment must be signed by the OWNER and the CONTRACTOR.

Cooperate with the CONTRACTOR to facilitate the performance of the work including the removal and replacement of rugs, coverings, personal property, and furniture as necessary.

Permit the CONTRACTOR to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work.

Provide access to all areas requiring repair as per the work write-up, clean and sanitary environment, friendly non-hostile cooperation, and contain all pets away from the construction activities and workers on site.

Agree to occupy the premises during the course of the construction work.

Agree to issue a written Notice to Proceed to the CONTRACTOR within ten (10) days from the date of execution of the contract.

Have the option in the event of any breach of this contract and with the Grantee approval to engage the services of another CONTRACTOR to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.

Agree to place the rehabilitation funds in a housing rehabilitation account as arranged by the Grantee and understands that no interest will accrue on the monies placed into the account.

Agree to allow payment in full to the CONTRACTOR from the account subject to the Grantee's acceptance of the Housing Rehabilitation work as satisfactorily completed in accordance with this Contract.

SECTION V Method and Form of Payment

The CONTRACTOR shall upon completion of the work and before final payment by the OWNER furnish the OWNER with an affidavit certifying that all charges for

Materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract have been paid in full. To the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR and the satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractors, laborers, and material suppliers.

SECTION VI Conflict of Interest

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 exercises any function or responsibility with respect to this contract or the proceeds thereof for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontractors the language set forth in this paragraph prohibiting conflict of interest.

IN WITNESS WHEREOF the parties have by their duly authorized representatives set out their signatures.

(CONTRACTOR)

(OWNER)

(SIGNATURE)

(SIGNATURE)

DATE

DATE

WITNESSED BY

WITNESSED BY

EXHIBIT A

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract issued;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the federal Social Security number used on the Employers Quarterly Federal Tax Return. U. S. Treasury Department Form 941;
 - d. Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) 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
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation
- (2) Whenever the Contractor, or any Subcontractor at any tier, 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.
- (3) 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 and 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 Contractors or Subcontractors’ failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7)a through p of these specifications. The goals set forth in the solicitation form 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.
- (5) 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.

- (6) 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.
- (7) The Contractor shall take specific affirmative actions 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:
 - a. 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.
 - b. 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 organizations responses.
 - c. Maintain a current file on 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 individuals. 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.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has 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.
 - e. Develop on-the-top training opportunities and/or participate in training programs for the area which expressly include 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 complied under (7)b above.
 - f. 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 bulletin boards accessible to all employees at each location where construction work is performed.
 - g. 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 Foremen, 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.

- h. 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.
 - i. 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 of the 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.
 - j. 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.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least 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.
 - m. Ensure that seniority practices, job classification 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.
 - n. 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.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)a through p. 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 (7)a through p 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.
- (9) A single goal for minorities and a separate single goal for women have 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).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- (11) The Contractor shall not enter into any Subcontracts with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) 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 Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) 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 (7) 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 regulation, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) 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 records relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee identification numbers, social security number, race, sex, status (e.g., mechanic, apprentice 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, contractor shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of 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).