

## Federal Terms and Conditions

The City of Jefferson is a recipient federal grant funds through HUD's Community Development Block Grant program. Therefore, the following requirements shall be fully considered in preparing responses and performing work under any resulting award.

### Termination

- 1. Termination for Cause.** The City may terminate this agreement, in whole or in part, at any time before the date of completion whenever it is determined that the contractor has failed to comply with their obligations under this agreement or if the contractor violates any of the covenants, agreements, or stipulations of this agreement. The City shall promptly notify the contractor in writing of such a determination and the reasons for the termination, together with the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or any other items prepared by the contractor shall, at the option of the City, become property of the City 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 the liability to the City for damages sustained by the contractor by virtue of any breach of contract by the contractor, and the City may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the contractor is known.
- 2. Termination for Convenience – Both Parties.** Both the City and the contractor may terminate the agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- 3. Termination for Convenience – City.** The City reserves the right to terminate the contract at any time, for the convenience of the City, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the City pursuant to the contract prior to the effective date of termination.

### Equal Employment Opportunity

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

- 1.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, handicap, 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, sexual orientation, gender identity, 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.
- 2.** 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. 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.
4. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.
6. The contract shall comply with Section 109, Housing and Community Development Act of 1974, Age Discrimination Act of 1975, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (6) 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, so that such provisions will be binding upon each contractor or subcontractor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 contractor or subcontractor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Access to Records**

The City, the federal granting agency, 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 a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

#### **Compliance with Federal, Local and State Laws**

The contractor shall be bound by, and comply with all applicable federal, state, and local laws and regulations, including but not limited to 2 CFR Part 200 Appendix II (Contract Provisions for non-Federal Entity Contracts Under Federal Awards) and 24 CFR Parts 570.

#### **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708)**

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 they are employed on such work to work in excess of forty 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 forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible there for 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 paragraph (b) (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The contractor 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 contractor, 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 paragraph (b)(2) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section 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 paragraphs (b) (1) through (4) of this section.
5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
6. Contracts for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

#### **Copeland "Anti-Kickback" Act**

The contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by the Department of Labor regulation 29 CFR part 3. The contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The contractor and each subcontractor must submit to the City, a weekly statement on the wages paid to each employee performing on covered work during the prior week. The City must report any violations of the Act to the proper authorities.

**Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines, 2 CFR 180. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Energy Policy and Conservation Act**

The contractor must comply with standards and policies relating to energy efficiency which are contained in the state energy conservation plan (Missouri Office of Administration's Comprehensive State Energy Plan) issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**Retention Requirements for Records**

The contractor shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of three years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the City or any of their designees shall have access to any pertinent books, documents, and records of contractor in order to conduct audits or examinations. The contractor agrees to allow monitoring and auditing by the City and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the contractor shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

**Training and Employment of Lower Income Residents of Project Area**

1. 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. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to 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 and all applicable rules and orders of the City issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.