

EXHIBIT "G"

STANDARD SUBCONTRACT

This **AGREEMENT** made this _____ (Date) by and between _____ (Agency Name) hereinafter called **OWNER** and _____, hereinafter called **SUBCONTRACTOR**.

WITNESSETH

That for and in consideration of the payment and agreement hereinafter mentioned, the **SUBCONTRACTOR** hereby agrees with the **OWNER** to commence and complete the rehabilitation/new construction described as follows:

Project #: _____

Address: _____

hereinafter called the **PROJECT**, for the sum of _____ **dollars and 00/100 (\$0.00)** dollars and all other work in connection therewith, under the terms as stated in the Housing Specs of the **CONTRACT**, and at his or her (its or their) own cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent labor, insurance and other accessories and service(s) necessary to complete the said **PROJECT** in accordance with the conditions and prices stated in the Description of Work and Housing Specs of the **CONTRACT**, and other drawings and printed or written explanatory matter thereof, the specifications and **CONTRACT** documents thereof as prepared by the _____ Office, all of which are made a part hereof and collectively evidence and constitute the **CONTRACT**.

The **SUBCONTRACTOR** agrees to execute a Payment and Performance Bond to the **OWNER** and to comply with all provisions of such agreement. The **SUBCONTRACTOR** agrees that the certificate is to be made out in the name of the **OWNER**.

The **SUBCONTRACTOR** agrees to commence work on the project in accordance with a written Notice to Proceed. If work has not been started by said date, the Performance and Payment Bond with the **OWNER** will be activated by the **OWNER** for the default of the **SUBCONTRACTOR**, and not as a penalty, this **CONTRACT** may be considered null and void, all Housing contracts of the **SUBCONTRACTOR**, approved but for which Notices to Proceed have not been issued, may be considered null and void and the **OWNER** will have the right to consider the **SUBCONTRACTOR**

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ineligible to bid future **PROJECTS**.

The **SUBCONTRACTOR** agrees to complete work on the **PROJECT** within _____ consecutive calendar days after Notice to Proceed is issued. If work has not been completed by such date, as extended by the **OWNER**, the **SUBCONTRACTOR** shall be assessed liquidated damages in favor of the **OWNER** in the amount of one hundred dollars (\$100.00) per day for each calendar day in excess of the number of days, as provided herein, unless an act from a source, as determined by the **OWNER**, is found to be beyond the **SUBCONTRACTOR'S** control caused such delay in completing the **PROJECT**. The **OWNER** will have the right to consider the **SUBCONTRACTOR** ineligible to bid future projects, and all Housing contracts approved, but for which Notices to Proceed have not been issued, may be considered null and void.

If, through any cause, the **SUBCONTRACTOR** fails to fulfill in a timely and proper manner the obligations under this **CONTRACT**, the **OWNER** shall have the right to terminate this **CONTRACT** by giving twenty days written notice to the **SUBCONTRACTOR** of such termination and specifying the effective date of such termination. Either party shall have the right to terminate the contract by giving twenty days written notice to the other party. If the work as described in the **CONTRACT** and as specified in the Housing Specs for the **OWNER** is not performed in the manner described, the Payment & Performance Bond issued to the **OWNER** may be activated by the **OWNER** for the default of the **SUBCONTRACTOR** and not as a penalty, and this **CONTRACT** may be considered terminated and all Housing contracts of the **SUBCONTRACTOR** approved but for which Notices to Proceed have not been issued, may be considered null and void, and the **OWNER** will have the right to consider the **SUBCONTRACTOR** ineligible to bid future projects. Upon termination of a contract, the work accomplished in the specified manner under said contract shall be compensated for in a manner based upon the itemized bid submitted by the **SUBCONTRACTOR** prior to the initiation of said contract.

The **SUBCONTRACTOR** agrees that before payment is made on a completed and approved **PROJECT**, the **SUBCONTRACTOR** will furnish the **OWNER** and the **OWNER**, (1) manufacturers warranties and/or guarantees on all warrantable products and materials installed in the **PROJECT**, including but not limited to : asphalt shingles, water heaters and furnaces and other heating

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equipment and (2) **SUBCONTRACTOR'S** warranty which is valid for one (1) year from the date of final payment.

The **SUBCONTRACTOR** agrees to remedy any defects in the **SUBCONTRACTOR'S** work and materials and any damage resulting therefrom which may appear within a period of one (1) year from the date of final acceptance of the work which is the date upon which final payment is made for the **PROJECT**. If the **SUBCONTRACTOR** refuses to remedy defects or damage as determined by the **OWNER**, the **OWNER** will have the right to consider the **SUBCONTRACTOR** ineligible to bid future projects and all Housing Assistance Contracts of the **SUBCONTRACTOR**, approved, but for which Notices to Proceed have not been issued, may be considered null and void.

The **OWNER** agrees that only the items listed in the **CONTRACT** and Description of Work are to be accomplished by the rehabilitation **PROJECT**.

The **OWNER** and the **SUBCONTRACTOR** agree that the City of Fort Smith Code Enforcement Department shall make final determination of satisfactory performance of items required by the **CONTRACT** and the Description of Work.

The **OWNER** agrees that upon successful completion of the **PROJECT** and issuance of a grant and/or a loan to pay for the cost of this **PROJECT**, the **OWNER** will use funds so provided to pay for the cost of the **PROJECT**.

The **OWNER** agrees that they will provide notice of defects in workmanship or materials installed in the **PROJECT** within a reasonable period of time. The **SUBCONTRACTOR** will not be responsible for defects caused by acts of the occupants, by occupant's abuse, neglect or inadequate maintenance, or by Acts of God. Nothing contained herein shall limit the right of the **OWNER** to proceed by legal means to recover from the **SUBCONTRACTOR**, or third parties other than the **OWNER**, for damages to the premises or personal property located therein.

The **SUBCONTRACTOR** agrees that the **OWNER** shall take all actions necessary to insure the full and complete performance of the obligations of the **SUBCONTRACTOR** under this **CONTRACT**, and the **SUBCONTRACTOR** agrees to hold the **OWNER** and the **CITY OF FORT SMITH** harmless from and indemnify the **OWNER** and the **CITY OF FORT SMITH** against any and all claims or any third persons arising from the action of the **SUBCONTRACTOR** with reference to this **CONTRACT**.

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The **OWNER** shall have the authority as set forth in the preceding sentence and agrees that any and all claims which may arise in favor of the real property being constructed or rehabilitated by this **CONTRACT** shall be brought and pursued against the **SUBCONTRACTOR** and shall not be pursued or otherwise prosecuted against the **OWNER**, and further agrees that all sums disbursed by the **OWNER** to the **SUBCONTRACTOR** for the payment of all or a part of this **CONTRACT** shall be used for that purpose, according to the guidelines established by the **OWNER**.

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the **OWNER, the CITY OF FORT SMITH and SUBCONTRACTOR**. **SUBCONTRACTOR** shall at all times remain an independent contractor with respect to the services to be performed under this agreement.

EQUAL OPPORTUNITY PROVISIONS

1. **CIVIL RIGHTS ACT OF 1964 COMPLIANCE**

During the performance of this **CONTRACT**, the **SUBCONTRACTOR** agrees to comply with the following requirements:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, 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.

2. **SECTION 503 HANDICAPPED COMPLIANCE (IF \$2,500 OR OVER)**

During the performance of this **CONTRACT**, the **SUBCONTRACTOR** agrees to comply with the following requirements:

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- (a) The **SUBCONTRACTOR** 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 **SUBCONTRACTOR** 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 **SUBCONTRACTOR** 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 **SUBCONTRACTOR'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 **SUBCONTRACTOR** 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 **SUBCONTRACTOR'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.

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- (e) The **SUBCONTRACTOR** will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the **SUBCONTRACTOR** 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 of physically and mentally handicapped individuals.
- (f) The **SUBCONTRACTOR** will include the provisions of this clause in every subcontract or purchase order of \$2,500 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 subSUBCONTRACTOR or vendor. The **SUBCONTRACTOR** will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal SUBCONTRACTOR Compliance Programs may direct to enforce such provisions, including action for noncompliance.

3. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 COMPLIANCE**

During the performance of this **CONTRACT**, the **SUBCONTRACTOR** agrees to comply with the following requirements:

- (a) No person in the United States shall on the ground 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.
- (b) Whenever the Secretary determines that a State or unit of general local government which is a recipient of assistance under this title has failed to comply with subsection (a) or an applicable regulation, he shall notify the Governor of such State or the Chief Executive Officer of such unit of local government of the noncompliance and shall request the Governor or the Chief Executive Officer to secure compliance. If within a reasonable period of time, not to exceed sixty (60) days, the Governor or the Chief Executive Officer fails or refuses to secure compliance, the Secretary is authorized to (1) refer the matter to the Attorney General with a recommendation that appropriate civil action be instituted; (2) exercise the powers and functions provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 d); (3) exercise the powers and functions provided for in Section III (A) of this Act; or (4) take such other action as may be provided by law.
- (c) When a matter is referred to the attorney General pursuant to subsection (b), or whenever he has reason to believe that a State Government or unit of general local government is engaged in a pattern or practice in violation of the provisions of this Section, the Attorney General may bring a civil action in any appropriate United States District Court for such relief as may be appropriate, including injunctive relief.

4. **Equal Employment Opportunity.** In providing the work and services herein specified, SUBCONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. SUBCONTRACTOR 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. SUBCONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the CITY setting forth the provisions of this nondiscrimination clause. SUBCONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. SUBCONTRACTOR shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

SUBCONTRACTOR shall also maintain records containing:

- a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG, HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No SUBCONTRACTOR is required to attain or maintain any particular statistical

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measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701 U) relative to the hiring and training of low-and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG, HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construct and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. **Lead-Based Paint Hazards.** Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by CITY or SUBCONTRACTOR shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.
6. **Flood Disaster Protection.** Notwithstanding any other provision of this Agreement, SUBCONTRACTOR shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to SUBCONTRACTOR pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not 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 of said monies for such acquisition or 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 of Sections 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 Agreement shall contain, if such land is located in an area identified by the secretary of HUD 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 the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States, and no Resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.
8. **Conflict of Interest.** No officer, employee, or agent of SUBCONTRACTOR who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by SUBCONTRACTOR pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. SUBCONTRACTOR shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest

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pursuant to the purposes of this Section.

OWNER:

SUBCONTRACTOR:

(Authorized Signature) *Date*

(Authorized Signature) *Date*

Agency Name: _____

Name: _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

EIN#: _____

SS# or EIN#: _____

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SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, ____.

NOTARY PUBLIC

_____ **MY COMMISSION EXPIRES**

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NOTICE TO PROCEED

This shall serve as notice that bonding requirements have been met, that a contract has been signed, and that the **OWNER**, _____ (**AGENCY NAME**) hereby authorizes _____ (**SUBCONTRACTOR NAME**) to begin work on or before _____, _____, **20**_____ on project number: _____
(Month) (Day) (Year)
and located at _____.
(Address)

APPROVED:

X _____
Owner Date

ACCEPTED:

X _____
Subcontractor Date