

Required Prevailing Wage Language:

Prevailing wage rates are applicable to this Development. The Contractor acknowledges that MHDC will monitor the Contractor's compliance with the prevailing wage requirements on a **weekly** basis. The wage determination applicable to this Development, which is bound into the Drawings and Specifications and incorporated herein by reference, applies to all laborers and mechanics employed in the development of the Development. In addition, the form HUD-4010 attached hereto as **Exhibit " "** sets forth certain federal labor standards that apply to all laborers and mechanics employed in the development of the Development. All the terms, conditions and requirements of the HUD-4010 are hereby incorporated into this Contract as if set forth herein. The Contractor must post a notice at the job site that all laborers and mechanics are to be paid the prevailing wages in accordance with the prevailing wage determination bound into the Drawings and Specifications. The prevailing wage determination must also be posted at the job site. These postings must be placed so that all affected persons have clear access to the information. As part of the monitoring process, MHDC will make on-site inspections and conduct spot interviews of laborers and mechanics to verify that prevailing wages are being paid. In addition, the Contractor must submit weekly payroll forms to MHDC on the Department of Labor form WH-347 (or similar form containing substantially the same information). These forms must evidence payment of the prevailing wages. The Contractor is responsible for inserting the terms and requirements set forth in this paragraph, including the wage determination and form HUD-4010 incorporated herein, into all subcontracts. In addition, the Contractor is responsible for obtaining form WH-347 (or substantially similar form) from its subcontractors and ensuring that its subcontractors comply with all prevailing requirements.

Required WEP Language:

The contracting parties acknowledge and agree to be bound by the MHDC Workforce Eligibility Policy. If there is a violation of the MHDC Workforce Eligibility Policy, as may be amended from time to time, the contracting parties are subject to sanctions by MHDC. The imposition of sanctions will include, but is not limited to, suspension or revocation of funding provided by MHDC, rescission of credits, and suspension and debarment of the contracting parties.

The contracting parties agree that in order to adhere to the MHDC Workforce Eligibility Policy each party to this agreement shall comply with the following:

- The contracting parties agree to enroll and actively participate in the Department of Homeland Security's E-Verify program for the purpose of verifying the workforce eligibility of employees and to provide sworn affidavits affirming that each party is

enrolled in and actively participating in E-Verify, that the affirming party's employees are lawfully present in the United States, and that the affirming party does not knowingly employ any person who is an unauthorized alien. The parties further agree to provide written documentation showing proof of enrollment in E-Verify in a form acceptable to MHDC such as a copy of the Memorandum of Understanding entered into with Department of Homeland Security. In the event a contracting party is not an employer, and is therefore unable to use E-Verify, such party, in lieu of enrolling and participating in E-Verify and providing the above listed documentation, shall provide a sworn affidavit stating that the party is unable to participate in E-Verify because the party is not an employer and does not have employees, that all independent contractors paid by such party are properly classified as independent contractors and should not be classified as employees, that all such independent contractors are lawfully present in the United States, that any such independent contractors are not unauthorized aliens, and that, if at any time, the party does employ any employees, it will immediately enroll in and begin actively using the E-Verify system and will not knowingly employ any person who is an unauthorized alien and that all such employees it does hire will be lawfully present in the United States;

- The contracting parties will comply with all applicable federal, state and local labor laws, including, but not limited to, RSMo §§ 285.530(1), 285.230, 285.233, 285.234, 285.500-285.515, and 285.550;

- The contracting parties shall require participation in or provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees and independent contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees and independent contractors are required to complete the program within sixty days of beginning work and shall make documentation proving completion of the program available for inspection. **The contracting parties understand and acknowledge that the terms and provisions of RSMo Section 292.675 (2008) apply to the work being performed under this Contract and further acknowledge that, should either of the contracting parties fail to comply with the requirements of this paragraph, it shall be subject to the statutory fines set forth in Section 292.675;**

-The Contracting parties agree to permit site access to MHDC for the purpose of conducting Workforce Eligibility Policy compliance reviews and shall cooperate in providing requested documentation congruent with the terms of this Contract;

-The contracting parties agree that all contracts and subcontracts, and down the line contracts and subcontracts entered into as a part of this Development shall include this section verbatim; and,

-A copy of this entire agreement shall be made available to MHDC prior to beginning the scope of work contemplated herein.

All Capitalized terms in this section have the same meaning as defined in the MHDC Workforce Eligibility Policy.

Section 3 Language (if required):

If applicable, the Contractor and Owner shall ensure compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) (hereinafter "Section 3").

(1) The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

(6) 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.

Inspection Rights Language:

The MHDC and its agents or assigns and the MHDC's agents shall, at all times during construction, have the right of entry and free access to the Development and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the Development. For such purposes, the Contractor shall furnish such enclosed working space as the MHDC or Agents may require and find acceptable as to location, size, accommodations and furnishings.