

**REPORT/RECOMMENDATION OF THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agreement #s: 03-753 thru 03-765

July 1, 2003

**FROM: THOMAS R. LAURIN, DIRECTOR
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

**SUBJECT: 2003-2006 COMMUNITY DEVELOPMENT BLOCK GRANT CITY-COUNTY
DELEGATE AGENCY AGREEMENTS**

RECOMMENDATION: Approve Community Development Block Grant (CDBG) City-County Delegate Agency Agreements for fiscal years 2003-04 through 2005-06, between the County and each of the following thirteen (13) cooperating Cities:

<u>CITY</u>	<u>AGREEMENT NO.</u>	<u>CITY</u>	<u>AGREEMENT NO.</u>
Adelanto	03-753	Montclair	03-760
Barstow	03-754	Needles	03-761
Big Bear Lake	03-755	Redlands	03-762
Colton	03-756	Twentynine Palms	03-763
Grand Terrace	03-757	Yucaipa	03-764
Highland	03-758	Yucca Valley	03-765
Loma Linda	03-759		

BACKGROUND INFORMATION: On September 17, 2002, the County executed a Cooperation Agreement with each of the above thirteen (13) cities for joint participation in the County's CDBG Program for fiscal years 2003-04 through 2005-06. This qualified the County, under federal statutes and regulations, as an "Urban County" eligible to receive annual CDBG entitlement funds from the federal government over the next three (3) years. In order to set forth detailed arrangements for the implementation of the City projects funded under the CDBG program, and to satisfy CDBG Regulation 24 CFR570.503, Agreements with Subrecipients, it is also necessary to enter into a Delegate Agency agreement with these Cooperating Cities. Under this agreement, the cities are established as Delegate Agencies of the County, to carry out CDBG activities within their jurisdictions under the direction of the County Department of Economic and Community Development. The Delegate Agency Agreements and their attachments form implementation manuals which specify procedures, sequences, responsibilities, and forms to be used to carry out CDBG activities according to local, state, and federal requirements.

REVIEW BY OTHERS: These agreements were approved by the City Councils of the thirteen (13) Cooperating Cities, by Deputy County Counsel Michelle D. Blakemore on June 3, 2003; and the Department of Economic and Community Development's Contract Compliance designee David Larsen on June 3, 2003; and the County Administrative Office, Patricia M. Cole, Administrative Analyst III on June 15, 2003.

Page 1 of 2

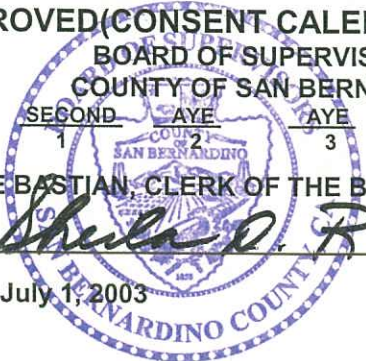
Cc: ECD – Buckner w/agreements
Contractor c/o ECD w/agree
IDS w/agreement
Risk Management
County Counsel – Blakemore
ECD – Larsen
CAO – Cole
ECD – Laurin
ED/PSG – Goss
File

sdr

Record of Action of the Board of Supervisors
AGREEMENT #03-753 THRU 03-765
APPROVED (CONSENT CALENDAR)
BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	SECOND	AYE	AYE	AYE	MOVE
	1	2	3	4	5

J. RENEE BASTIAN, CLERK OF THE BOARD
BY 
DATED: July 1, 2003



ITEM 007

**2003-2006 COMMUNITY DEVELOPMENT BLOCK GRANT CITY-COUNTY
DELEGATE AGENCY AGREEMENTS
PAGE 2 OF 2**

FINANCIAL IMPACT: This action has no effect on the County General Fund.

SUPERVISORIAL DISTRICT (S): 1st, 3rd, 4th & 5th.

PRESENTER: Thomas R. Laurin, Director, 388-0808.



May 20, 2003

To Local Officials and Interested Parties:

PROPOSITION 40 GRANT PROGRAMS UPDATE LETTER #2

This "second-in-a-series" letter provides updated information about significant Proposition 40 Grant Program milestones. In the coming months, the California Department of Park and Recreation's Office of Grants and Local Services (OGALS) will send you periodic status reports as we develop and implement each of the Proposition 40 grant programs. If you prefer not to receive these updates, please contact Eileen Hook at (916) 651-7742 or at ehook@parks.ca.gov.

You may also review the status of any Proposition 40 grant program by accessing the Department's website at <http://www.parks.ca.gov>. If you would like a hardcopy draft of any procedural guide, call OGALS at (916) 653-7423.

The following updates reflect the status of Proposition 40 grant programs and program administration:

- **Per Capita Program**

Draft guidelines for the Per Capita Program are now available on the Department's website. You may also access the website for the specific allocation for your county, city, or park district. Public comments regarding the draft guidelines will be accepted by mail, e-mail or in person during the public hearings. **Comments are due by June 20, 2003.** For more information, contact Richard Rendon, (916) 651-7600, or rrendon@parks.ca.gov.

A public hearing regarding the program guidelines is set for Tuesday, June 10, 2003, in Sacramento and another hearing is scheduled for Thursday, June 12, 2003, in Anaheim. See the attachment for details.

It is anticipated that the \$326.7 million for this program will be included in the state budget for Fiscal Year 2003/2004. **Remember that no costs may be incurred until after the funds are included in an approved state budget.**

- **Roberti-Z'Berg-Harris (RZH) Program**

Draft guidelines for each component of the RZH Program are now available on the Department's website. Public comments regarding the draft guidelines will be accepted by mail, e-mail, or in person during the public hearings. **Comments are due by June 20, 2003.** The final application date for competitive programs is November 3, 2003. For more information, contact Dave Smith at (916) 651-8576 or dsmith@parks.ca.gov.

Proposition 40 Grant Programs Update Letter #2
Page Three

This program creates recreational facilities that will provide safe recreational environments for children, positive outlets for youth and address the special recreational and social needs of senior citizens and other urban population groups.

- **California Youth Soccer and Recreation Development Program**
OGALS staff is currently developing the draft guidelines for this program. This program helps local agencies and community based organizations develop soccer, baseball, softball, and basketball facilities. The public comment period and hearings on the draft guidelines will be held in either late Summer or early Fall of 2003.

Once the draft guidelines are developed, they will be published on the Department's website. The application due date is March 1, 2004. For more information, contact Paula David at (916) 651-8441 or pdavid@parks.ca.gov.

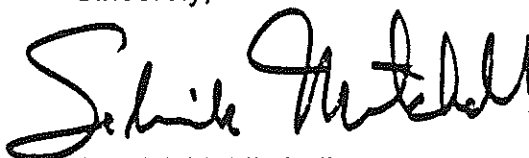
- **State Urban Parks and Healthy Communities Grant Program**
OGALS staff is currently developing the draft guidelines for this program. The program awards grants to local governments and community organizations for the acquisition and development of properties for active recreational purposes. The public comment period and hearings on the draft guidelines will be held in either late Summer or early Fall of 2003.

Once the draft guidelines are developed, they will be published on the Department's website. The application due date is April 1, 2004. For more information, contact Jean Lacher at (916) 653-6160 or jlach@parks.ca.gov.

Reminder: OGALS recently realigned its project officer assignments. A list of project officers and their contact information can be found on the Department's website at <http://www.parks.ca.gov>.

We look forward to working with you to increase park and recreation opportunities throughout California.

Sincerely,



Sedrick V. Mitchell
Deputy Director
External Affairs

cc: Pilar Oñate
All OGALS Staff

ATTACHMENT

SCHEDULE OF SIGNIFICANT DATES FOR PROPOSITION 40 GRANT PROGRAMS

Program Name	Comment Period	Public Hearing Date(s) & Time(s)	Hearing Location(s)	Final Application Filing Date
Murray-Hayden	April 25 – May 27, 2003			11/17/2003
Urban Parks	April 25 – May 27, 2003			12/15/2003
Roberti-Z'berg-Harris	May 20 – June 20, 2003	June 10, 2003 10-Noon	South Natomas Community Center 2921 Truxel Road Sacramento, CA 95833	11/3/2003 For Urban and Non-Urban Competitive Programs
		June 12, 2003 10-Noon	Anaheim Downtown Community Center 250 East Center Street Anaheim, CA 95805 (714) 765-4500	
Per Capita	May 20 – June 20, 2003	June 10, 2003 1-3 pm	South Natomas Community Center 2921 Truxel Road Sacramento, CA 95833 (916) 566-1571	
		June 12, 2003 1-3 pm	Anaheim Downtown Community Center 250 East Center Street Anaheim, CA 95805 (714) 765-4500	
Youth Soccer	Late Summer/Early Fall 2003	Late Summer/Early Fall 2003	To be determined	March 1, 2004
Healthy Communities	Late Summer/Early Fall 2003	Late Summer/Early Fall 2003	To be determined	April 1, 2004

ANNUAL GRANT PROGRAMS

Program Name	Available Funds	Filing Deadline
Habitat Conservation Fund	\$2 million	October 1, 2003
Recreational Trails Program	\$2.2 million	October 1, 2003
Land and Water Conservation Fund	To be determined	May 1, 2004



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

ORIGINAL

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. ECD	A	Contract Number 03-762
County Department Economic and Community Development			Dept. ECD	Orgn. PROJ.	Contractor's License No.
County Department Contract Representative THOMAS R. LAURIN/Norm Buckner			Telephone (909) 388-0808		Total Contract Amount \$N/A
Contract Type ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other: Delegate Agency Agreement					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date July 1, 2003	Contract End Date June 30, 2006	Original Amount	Amendment Amount
Fund SBA	Dept. ECD	Organization PROJ.	Appr. 200	Obj/Rev Source 2005	GRC/PROJ/JOB No. 00000000
Project Name 2003-2006 CDBG City/County Delegate Agency Agreements			Estimated Payment Total by Fiscal Year		
Contract Type - 2(b)			FY N/A	Amount N/A	I/D —

CONTRACTOR City of Redlands

Federal ID No. or Social Security No. N/A

Contractor's Representative John Davidson, City Manager

Address P.O. Box 3005, Redlands, CA 92373-1505 Phone (909) 798-7500

Nature of Contract: (Briefly describe the general terms of the contract)

In Compliance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, the County executed Cooperation Agreements with thirteen (13) incorporated cities to qualify as an "urban county" through mutual cooperation to undertake or assist in undertaking essential community development and housing activities. This was accomplished on September 17, 2002, when said Agreements were executed for joint participation in the CDBG program for fiscal years 2003 through 2006.

Pursuant to Section 16 of the Cooperation Agreements, the Delegate Agency Agreements and their attachments are set forth to further implement the provisions of the Cooperation Agreements. They specify the procedures, sequences, responsibilities and forms to be used to carry out CDBG activities according to local, state and federal requirements. The Delegate Agency Agreements are specifically subordinate and supplementary to and concurrent with the Cooperation Agreements.

The attached Contract consists of 10 pages.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) County Counsel Date <u>6-13-03</u>	Reviewed as to Contract Compliance Date <u>6-16-03</u>	Presented to BOS for Signature Department Head Date <u>6/18/03</u>
---	---	--

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

COMMUNITY DEVELOPMENT BLOCK GRANT
CITY-COUNTY DELEGATE AGENCY AGREEMENT
For Fiscal Years 2003-04, 2004-05, 2005-06

This Agreement is made and entered into, by and between the County of San Bernardino hereinafter referred to as "COUNTY", and the City of Redlands, a municipal corporation and a political subdivision of the State of California located within the boundaries of San Bernardino County, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, COUNTY has been designated an "Urban County" by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", as that term is defined in Title I of the Housing and Community Development Act of 1974 as amended, hereinafter referred to as "ACT", and accordingly, COUNTY will administer a Community Development Block Grant (CDBG) program that includes the development of a Consolidated Submission of the HUD Housing and Community Development Grant Programs, hereinafter referred to as "CONSOLIDATED PLAN", which constitutes COUNTY's application for Federal assistance under said ACT; and,

WHEREAS, CITY and COUNTY have entered into a "Cooperation Agreement for Community Development Block Grant Funds", as part of COUNTY's CDBG Program, covering Fiscal Years 2003-04, 2004-05 and 2005-06, to which this is a subordinate and supplementary agreement per Section 16 (Other Agreements) of said Cooperation Agreement executed by these parties, dated September 17, 2002; and,

WHEREAS, COUNTY administers a CDBG program in cooperation with thirteen cities, and in the unincorporated areas of San Bernardino County, through County Department of Economic and Community Development, hereinafter referred to as "ECD"; and,

WHEREAS, CITY has the ability to manage and administer CDBG projects; and,

WHEREAS, CITY chooses to assume the responsibility of project implementation within its corporate limits in cooperation with COUNTY; and,

WHEREAS, both COUNTY and CITY seek to coordinate their efforts to maximize utilization of personnel and resources and increase efficiency and economies of scale in the planning and administration of the program hereinafter set forth.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. PURPOSE

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500), relating to public agencies. The purpose of this Agreement is to implement the provisions of the Cooperation Agreement in carrying out CDBG activities that have been approved by COUNTY for CITY in accordance with CONSOLIDATED PLAN. The purpose will be accomplished pursuant to the requirements of the ACT, its regulations and other Federal, State and County laws and policies in the manner hereinafter set forth.

Unless specified otherwise, ECD shall have the authority to represent COUNTY regarding the terms and conditions of this Contract and the administration thereof.

2. TERM

This Agreement shall become effective starting fiscal year 2003-04 that begins July 1, 2003 and shall continue in full force and effect through fiscal year 2005-2006 that ends on June 30, 2006. COUNTY may grant an extension of up to six (6) months of the effective period of this Agreement for the purpose of completing CITY's projects/activities that are underway and cannot be completed during the term of this Agreement. CITY must request any such extension in writing. Any extension will only be effective if granted in writing by COUNTY. Maintenance and operation and monitoring requirements for facilities developed under the terms of the Agreement shall be in effect and continue in full force as prescribed in Section 9.

3. AUTHORIZATION OF PROJECT/ACTIVITY

CITY shall not initiate nor incur expenses for any CDBG funded project or activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY. Written authorization will be accomplished when Attachments A (Request to Initiate Project or Activity) and B (Project or Activity Description) of this Agreement have been completed for a CDBG funded project or activity and signed by CITY and countersigned by ECD. Any such authorized Project or Activity shall hereinafter be referred to as an "AUTHORIZED PROJECT".

4. IMPLEMENTATION OF AUTHORIZED PROJECT

CITY agrees to implement AUTHORIZED PROJECTS in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and language contained in the Delegate Agency Construction Contract Provisions (Attachment D), and agrees to comply with all applicable local County, State and Federal regulations associated with the implementation of CDBG projects.

CITY may contract for all necessary services to complete AUTHORIZED PROJECTS described on its executed Attachment's A and B provided that contracts are submitted to and approved in writing by ECD prior to their execution. CITY Attorney is responsible for assuring and certifying that the AUTHORIZED PROJECT undertaken by CITY's contracting party complies with all applicable regulations and statutes, as amended, listed in Attachment C, Section IV.

5. MODIFICATION OF AUTHORIZED PROJECTS

All modifications to AUTHORIZED PROJECT must be pre-approved by COUNTY in order to be considered a part of AUTHORIZED PROJECT and eligible for reimbursement by COUNTY. CITY may request modification(s) to CDBG funding levels authorized by Attachment A or the pertinent Project Description (i.e. Scope of Activity) authorized by Attachment B. Upon receipt of a written request from CITY, and approval by COUNTY, COUNTY will revise Attachments A and B.

6. CONSOLIDATED PLAN AMENDMENT

Requests by CITY to add, delete or substantially modify an activity listed in CONSOLIDATED PLAN must be made in writing to COUNTY. Requests to add new activity(ies) must be accompanied by a CDBG project proposal application.

Substantial modifications are defined as follows: 1) a net increase of greater than 100% of the activity allocation listed in a published CONSOLIDATED PLAN; or 2) a net increase or decrease in the activity allocation greater than \$50,000; or 3) a change in the type of activity; or 4) a change in the location of the activity; or 5) a change in the beneficiaries of the activity. The Consolidated Plan shall be amended when an activity is added or deleted. The "program administration" activity and "unprogrammed funds" activity are not subject to the allocation limitations defined herein.

Requests for additions and substantial modifications will be reviewed by COUNTY for eligibility and compatibility with CONSOLIDATED PLAN. Additions, deletions and substantial modifications must be approved by CITY Council action and supportive documentation for said action must be sent to COUNTY. CITY shall comply with the requirements of and participate in the implementation of the citizen participation portion of CONSOLIDATED PLAN.

7. COUNTY RESPONSIBILITIES

COUNTY, through ECD, is empowered to enforce all Federal regulations pertaining to CDBG funded projects undertaken by CITY under this Agreement. CITY recognizes that COUNTY, as the formal grantee of the CDBG, has full responsibility and obligations to HUD for undertaking the CDBG Program and has full authority in administering and allocating funds. CITY will have no direct responsibilities or obligations to HUD, except as identified, under this Agreement. COUNTY will provide technical assistance to CITY in a timely and expeditious manner upon written request to the Director of ECD.

8. CONFORMANCE TO COUNTY PROCEDURES

Under this Agreement, CITY elects to be responsible for carrying out CDBG projects. However, in implementing said projects, CITY must perform all services and activities in accordance with Federal and State statutory requirements and with the policies and procedures established by the Board of Supervisors, and shall comply with the following:

A. COMMUNITY DEVELOPMENT ADMINISTRATOR

Upon COUNTY and CITY's mutual assent to this Agreement, CITY will designate a "Community Development Administrator" by filling in the name of said person in the space provided below. The Community Development Administrator is the responsible authority for all correspondence with COUNTY, the signatory on AUTHORIZED PROJECT Attachments A and B and shall advise the CITY council, CITY administration and CITY staff, as appropriate regarding the CDBG program. CITY may, by written notification as set forth below, change the Community Development Administrator.

CITY's Community Development Administrator for this Agreement is

Mary Petite, TITLE: Cost Recovery/CDBG Administrator

B. FISCAL CONTACT PERSON

For purposes of this Agreement, CITY shall also designate a fiscal contact person by filling in the space provided below. The fiscal contact person shall be responsible for billing and fiscal procedures regarding the CDBG Program and will serve as the primary contact for technical fiscal matters. CITY may, by written notification as set forth below, change the fiscal contact person.

CITY Fiscal Contact person for this Agreement is

Mary Petite, TITLE: Cost Recovery/CDBG Administrator

- C. CITY shall be responsible for maintaining complete and separate fiscal accounts for CDBG funds which come under its control in such manner as to permit the reports required by COUNTY to be prepared therefrom and to permit the tracing of CDBG funds to their final expenditure. CITY will submit to ECD complete and detailed project descriptions, budgets, and expenses for each project that CITY implements with CDBG funds along with monthly reports of grant expenditures.

9. MAINTENANCE AND OPERATION OF FACILITIES

CITY shall provide maintenance and operation for the life of any and all facilities constructed with CDBG funds under this Agreement that are CITY owned or operated, for the life of the facility, not less than twenty (20) years.

10. FUNDING LIMITS

CDBG funding of AUTHORIZED PROJECTS is limited to the amount allocated by CITY in AUTHORIZED PROJECTS Attachment A.

11. DISBURSEMENT OF FUNDS

All CDBG funds allocated to CITY'S AUTHORIZED PROJECT(S) shall be received from the Federal Government by COUNTY under ACT. ECD will disburse the funds to CITY on a cost reimbursement basis. Billing shall be accompanied by all pertinent source documentation to be presented to ECD by CITY on or about the first day of each month, allowing 15 days for payment on the part of ECD. COUNTY shall be entitled to retain from such funds such amount as is calculated as the direct costs (including, but not limited to, salaries, benefits, mileage, actual cost of materials, meals and other authorized expenses allowable under the Travel Code Section 13.0638 County of San Bernardino) incurred by COUNTY in implementing CITY's AUTHORIZED PROJECTS.

12. WITHHOLDING OF FUNDS

COUNTY shall retain the right to withhold funds for any programs carried out by CITY, CITY's Contractor, or CITY's subcontractor upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this Agreement in a satisfactory or timely manner consistent with Federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY's performance. CITY shall then have a maximum of 10 days in which to remedy said deficiencies. Should approval of COUNTY not be obtained within said period, COUNTY shall have full authority to reallocate CITY's CDBG program funding to other eligible activities which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

13. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by CITY as a result of the activity funded under the terms of this Agreement. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. CITY shall retain the use of program income by returning program income to COUNTY and requesting project budget increases for activities authorized under this Agreement. Program income shall be returned to COUNTY within thirty (30) days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of one thousand dollars (\$1,000); or c) the end of each fiscal year. CITY shall include the reports required by Section 14, PROGRAM REPORTING AND RETENTION OF RECORDS, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to CITY will be spent by CITY on only those costs authorized under this Agreement. All provisions of this Agreement shall apply to said use of program income funds. CITY shall account for the receipt and use of program income in such a way that program income is spent on AUTHORIZED PROJECTS before additional CDBG funds are spent.

Any program income on-hand when this Agreement expires or is received after such expiration, will be paid to COUNTY.

14. PROGRAM REPORTING AND RETENTION OF RECORDS

CITY agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. CITY shall maintain such program, property, personnel, financial, statistical and other records, supporting documents and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CITY for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24CFR 91.520, in which the service, under the terms of this contract, is reported on for the final time. Said COUNTY submission will follow CITY's final submission to COUNTY of reports identified under this paragraph.

Records and accounts that pertain to something being sued or audited over must be maintained for the five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for the five (5) years or the number of years that there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of COUNTY fiscal year in which the income is earned. All CITY records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CITY is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the ECD Director or his designee.

15. MONITORING

ECD Director or his designee will conduct periodic monitoring of CITY administration of AUTHORIZED PROJECTS. Monitoring will focus on the extent to which CONSOLIDATED PLAN has been implemented and measurable goals achieved, effectiveness of project management, and impact of the AUTHORIZED PROJECTS. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CITY under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. CITY will permit on-site inspection by COUNTY, and HUD representatives, and insure that its employees furnish such information, as in the judgement of COUNTY and HUD representatives, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

16. ACCOUNTING

CITY must establish and maintain, on a current basis, an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.

17. AUDITS

CITY is required to arrange for an independent financial and compliance audit annually for each fiscal year during which Federal funds are received under this Agreement as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition or finding correction actions shall take place within six (6) months after ECD's receipt of the audit report. An audit may also be conducted by Federal, State or Local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this Agreement cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to CITY CDBG AUTHORIZED PROJECTS. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said CDBG AUTHORIZED PROJECT

allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-CDBG funding sources.

18. REVERSION OF ASSETS

Upon Agreement termination CITY shall transfer to COUNTY all CDBG funds on-hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Agreement must continue in the use that provides the service benefits and national objectives for which it was funded until five years after expiration of this Agreement, or such longer period of time as determined by COUNTY; or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

19. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving their (30) days notice in writing to the other party. An agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of Federal Regulations at 24CFR Part 85.44, Termination for Convenience. COUNTY ECD is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in HUD CDBG funding for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If CITY materially fails to comply with any term of this Agreement, COUNTY may take one or more of the actions provided under the Federal Regulation at 24CFR Part 85.43, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such an event, CITY shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

20. PROJECT ACKNOWLEDGMENT

Should CITY determine that the funding sources or the names of responsible public officials be displayed on a completed building or significant project, such identification should be acknowledged on a plaque, permanently mounted in an appropriate location, made of bronze or other appropriate material, acknowledging the funding source as the Department of Housing and Urban Development, San Bernardino County Community Development Block Grant. The current Board of Supervisors and the members of the City Council shall also be identified. In instances where multiple funding sources are utilized to construct a project, all funding sources shall be identified. The listing order of multiple funding sources identified on the plaque shall be the largest dollar amount first, the second largest dollar amount second, etc.

21. CONTRACT COMPLIANCE

CITY will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and Labor surplus Area Firms (a firm located in an area of high unemployment) are used when possible in compliance with provisions of Title 24 Code of Federal Regulations Part 85.36(e).

CITY shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, County Policy 15-01, (Emerging Small Business Enterprise Program) and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

28. AMENDMENTS: VARIATIONS

This writing, with attachments, embodies the whole of this Agreement of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

COUNTY OF SAN BERNARDINO

CITY OF REDLANDS

By: 
DENNIS HANSBERGER, Chairman
Board of Supervisors

By: 
KARL N. HAWS, Mayor

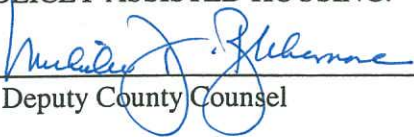
Dated: June 3, 2003

APPROVED AS TO FORM. THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE FULLY AUTHORIZED UNDER STATE AND LOCAL LAW AND THIS AGREEMENT PROVIDES FULL LEGAL AUTHORITY FOR COUNTY TO UNDERTAKE OR ASSIST IN UNDERTAKING ESSENTIAL COMMUNITY DEVELOPMENT AND HOUSING ASSISTANCE ACTIVITIES, SPECIFICALLY URBAN RENEWAL AND PUBLICLY ASSISTED HOUSING.

ATTEST:

By: 
LORRIE POYZER, City Clerk

Dated: June 3, 2003

By: 
Deputy County Counsel

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

J. RENÉE BASTAIN
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 

CITY shall make every effort to ensure that all projects funded wholly or in part by CDBG Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CITY shall make every effort to employ residents of the area and shall keep a report of CITY staff positions that have been funded directly by, or as a result of this program.

22. DISCRIMINATION

During the performance of this Agreement, CITY agrees not to discriminate against any contractor or applicant for employment in performing work because of race, color, religion, sex or national origin. CITY further agrees to take affirmative action to ensure that its contractors employ and treat all employees 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, lay off or termination, etc. CITY will cause contractor to comply with the provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. CITY shall require its contractor to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

23. STANDARDS OF CONDUCT

Pursuant to Office of Management and Budget Circular A-110 Attachment O and 24CFR 570.611, Conflict of Interest, and 24CFR Part 85.36, Procurement, CITY shall maintain a written code or standards of conduct that shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the CITY shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

CITY officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

CITY may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by CITY's officers, employees, or agents, or by contractors or their agents.

24. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CITY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

25. INDEMNIFICATION

CITY shall indemnify, defend and hold the COUNTY, its officers, agents, volunteers and employees, harmless from and against any loss, liability, claim, or damage that may arise or result from activities of CITY, its officers, agents, volunteers and employees; and, CITY shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against COUNTY, its officers, agents and employees, on any liability, claim or demand and satisfy any judgement that may be rendered against any of them arising or resulting from

activities of CITY, its officers, agents and employees. CITY shall assume liability for all and any direct expense incurred in providing services pursuant to this Agreement and shall assume any and all responsibilities for loss or damage resulting from negligence, injury, illness or disease arising out of the provision of services. CITY, however, is obligated to promptly notify COUNTY in writing of the occurrence of any such loss or damage.

CITY shall indemnify, defend and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by the United States Department of Housing and Urban Development or its successor that activities undertaken by CITY under the program or programs fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

Consistent with all other provisions of this Agreement, COUNTY shall, at its own cost and expense, defend, indemnify, and hold the CITY, its officers, agents, volunteers and employees, harmless from and against any loss, liability, claim, or damage that may arise or result from any wrongful act or wrongful omission by COUNTY, its officers, agents and employees.

26. INSURANCE REQUIREMENTS

Without, in any way affecting the indemnity herein provided and in addition thereto, CITY shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons providing services on behalf of CITY and all risks to such persons under this Contract.

If CITY has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation Insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance - This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$ 3,000,000 in the aggregate or
- Professional Liability - Professional Liability Insurance with limits of at least \$1,000,000 per claim or occurrence.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, CITY shall require the carriers of the above required coverage to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

Proof of Coverage – CITY shall immediately furnish certificates of insurance to ECD evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ECD, and CITY shall maintain such insurance from the time CITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, CITY shall furnish certified copies of the policies and all endorsements. CITY shall complete and submit Contract Exhibit 1 of 1, INSURANCE INVENTORY, along with the above-required insurance documents.

27. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. CITY agrees to execute any such amendment within thirty (30) days of receipt.

- CITY is a self-insured public entity for the purpose of professional liability, general liability, and Workers' Compensation. CITY warrants that through its program of self-insurance, it has adequate professional liability, general liability, and Workers' Compensation to provide coverage for liabilities arising out of CITY'S performance of this agreement. Additionally, CITY carries insurance coverage for any potential exposure beyond the self-insured retention limit.

(continued on next page)

///

///

///

///

///

///

///

///

///

///

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title: 2003-2006 CDBG City/County
Delegate Agency Agreements

Case Number:

Name/Address of Contractor Agency:

City of Redlands
P.O. Box 3005
Redlands, CA 92373-1505

Date of Issue:

_____ Original: Beginning _____
_____ Amendment # _____

INSURANCE INVENTORY

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE

Name of Insurance Company: _____

Effective Dates: _____

Employer's Liability Limit \$ _____

Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Name of Contractor's General Insurance Company: _____

Limits of Liability _____ Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached _____ Yes _____ No: On File w/ ECD

Annual Aggregate \$ _____ Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

Name of Contractor's Automobile Liability Insurance Company: _____

Limits of Liability _____ Effective Dates: _____

Per Person \$ _____ Per Accident \$ _____ Damage Liability \$ _____ Combined Single Limit \$ _____

ERRORS AND OMISSIONS LIABILITY INSURANCE

Name of Contractor's Insurance Company: _____

Limits of Liability _____ Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached _____ Yes _____ No: On File w/ ECD

Annual Aggregate \$ _____ Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

PROFESSIONAL LIABILITY INSURANCE

Name of Contractor's Insurance Company: _____

Limits of Liability _____ Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached _____ Yes _____ No: On File w/ ECD

Annual Aggregate \$ _____ Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

ATTACHMENT A - REQUEST TO INITIATE PROJECT/ACTIVITY

PROJECT NUMBER:

DATE OF ORIGINAL ISSUE:

CASE NUMBER:

ORIGINAL:

REVISION #:

TARGET AREA:

DATE OF REVISION:

Pursuant to the terms of the Delegate Agency Agreement between the Department of Economic and Community Development (ECD) and the City, dated _____, ECD hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval of the Director of the Department of Economic and Community Development.

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

TOTAL PROJECT FUNDING:

\$ _____

CITY CDBG ALLOCATION

RELEASED:

\$ _____

CITY CDBG FUNDS EXPENDED

AS OF:

\$ _____

DATE OF RELEASE OF FUNDS:

BALANCE OF FUNDS AVAILABLE:

\$ _____

SCHEDULE OF CITY CDBG ALLOCATION:

<u>Years 1-25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>	<u>Year 31</u>	<u>TOTAL OF</u>
<u>(75-2000)</u>	<u>(2000-01)</u>	<u>(2001-02)</u>	<u>(2002-03)</u>	<u>(2003-04)</u>	<u>(2004-05)</u>	<u>(2005-06)</u>	<u>31 YEARS</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

MAINTENANCE AND OPERATION BUDGET/AGREEMENT:

OTHER PERTINENT INFORMATION:

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

LAND ACQUISITION: \$ _____

PURCHASE OF EQUIPMENT: \$ _____

STAFF COST RELATED

CONSTRUCTION COST: \$ _____

TO LAND ACQUISITION: \$ _____

CITY STAFF COST: \$ _____

DESIGN: \$ _____

CONTINGENCY: \$ _____

CONSULTANT SERVICES: \$ _____

TOTAL CITY CDBG ALLOCATION AVAILABLE:

\$ _____

IMPLEMENTING CITY: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

COUNTY OF SAN BERNARDINO

_____, DIRECTOR DATE: _____

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT/
ECONOMIC DEVELOPMENT AND PUBLIC SERVICES GROUP

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

PROJECT NUMBER:

DATE OF ORIGINAL ISSUE:

CASE NUMBER:

ORIGINAL:

REVISION #:

TARGET AREA:

DATE OF REVISION:

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

ACTIVITY DESCRIPTION:

IMPLEMENTING CITY:

DATE

SIGNATURE

TITLE

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT/
ECONOMIC DEVELOPMENT AND PUBLIC SERVICES GROUP

DIRECTOR

DATE

Attachment C
COUNTY OF SAN BERNARDINO
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
DELEGATE AGENCY
COORDINATION PROCEDURES

I. Introduction

The following procedures identify the actions, responsibilities, and sequence of events for CDBG funded projects being implemented by a coordinated effort between the San Bernardino County Department of Economic and Community Development, hereinafter referred to as "ECD," and the Delegate Agency, hereinafter referred to as "DA". For each action or event listed in Section III of this attachment, the entity responsible for carrying out that action or event is referenced beside it. Section IV contains regulations and statutes applicable to CDBG funded activities.

II. Authorization to Proceed

The Delegate Agency is not authorized to expend funds or to initiate CDBG projects until authorized to do so in writing by ECD. Continued authorization is contingent upon adequate progress and timely submission of Monthly Project Status Reports covering all current AUTHORIZED PROJECTS. See Attachment "D" for blank Monthly Status Report form. Contract procurement shall be governed by all Federal regulations and statutes, as amended, listed in Section IV of the Attachment. ECD payments of DA Requests for Reimbursement will be subject to DA submittal of a complete reimbursement report package as listed in Section III, D-22.

A. Project/Activity Budget

Each project activity is initiated by an Attachment "A". The Attachment "A" is released when the project/activity is ready to be implemented and subsequent to environmental clearance and release of funds from HUD. It specifies the total funding allocation for the project/activity, the portions currently released and available to expend, the budget categories the allocation will be expended under, and the entity responsible for maintenance and operation of the completed project.

In accepting the Attachment "A" the DA is to complete an estimated budget showing the allocation distribution to design costs, staff costs, construction costs, etc. This breakdown may also include a contingency or inflation factor not to exceed 10% of the total activity allocation.

B. Activity Description

The activity description is forwarded to the DA as Attachment "B". The preparation of the project description, both preliminary and final, is the responsibility of the ECD Community Development Division.

The Description should be specific enough for use as the scope of work funded by CDBG money in an RFP for architectural or engineering services or for a vendor in preparing a bid. It will contain, but is not limited to the following:

1. Title of Project/Activity
2. Activity Number
3. Specific site description
4. On-and off-site improvement description
5. Size of building
6. Fixtures list (such as stove, built-in equipment)
7. Water and sewer requirements
8. Utilities
9. Specific zoning and planning requirements
10. Specific uses of the site and/or building
11. Equipment
12. Functions

Approval to change the project/activity description will come from ECD in the form of a revised Attachment "B" (and corresponding Attachment "A", if appropriate).

ECD will complete the Attachments "A" and "B" and will send two copies each to DA for signature. Once signed and fully completed, they must be returned to ECD for the Director's signature. A copy of each will be returned to DA signifying authorization to proceed with actions outlined in the following section.

III. Actions and Responsibilities

A. Property Acquisition

The DA can pursue the acquisition of real property (and related relocation requirements, if necessary) through its jurisdiction or request the County's General Services Group Real Estate Services Department, hereinafter referred to as "RES", to handle the acquisition and/or relocation. If relocation is required, initiate 90-day notice to occupant(s).

1. If DA wishes to purchase the property, the following procedures should be followed:
 - a. DA: Refers to HUD Handbook 1378 which implements the Uniform Relocation Assistance and Real Property Acquisition regulations including the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Braithwaite Act of the State of California and any subsequent amendments to these acts and regulations. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49CFR 24.203) provision of the Relocation Handbook 1378.
 - b. DA: Obtains required appraisals.
 - c. DA: Reviews required appraisals and/or leases to determine if property can be acquired within the project allocation.
 - d. DA: Sends all lease documents to ECD for approval.
 - e. DA: Sends any requests for adjustments of funds for property acquisition and/or relocation to the ECD Director for approval.
 - f. ECD: Issues approvals in relation to "d" above and sends them to DA.
 - g. DA: Initiates lease or purchase.
 - h. DA: Sends Request for Advance of Funds to ECD 10 working days prior to expected close of escrow, with all appropriate documentation attached.
2. If DA desires to have RES handle Acquisition and/or relocation activities, the DA should follow this procedure:
 - a. DA: Submits a letter to ECD requesting that RES handle the project/activity, describing in detail what property is to be acquired, giving all pertinent information, and identifying who the DA contact person is to be. If relocation is required, initiate 90-day notice to occupant(s).
 - b. ECD: Initiates appraisal process.
 - c. RES: Obtains required appraisals.

- d. RES: Forwards appraisals to DA.
- e. DA: Reviews appraisals and/or leases to determine if property should be acquired and/or leased. Prepares and forwards request to ECD.
- f. ECD: Reviews request from DA, and forwards Authorization to Proceed to RES (note all leases and all adjustments in project allocations must be requested and approved by the ECD Director).
- g. RES: Initiates purchase or lease of property. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49CFR 24.203) provision of the Relocation Handbook 1378.

RES will work with the designated DA contact person throughout the acquisition/relocation process to assure that the DA is aware of the activities and can make any necessary decisions in relation to the activity.

B. Architect and/or Engineer Selection

1. The usual procedure for the selection of an architect or engineer involves a Request for Proposal (RFP) for professional services, following this process:
 - a. DA: Prepares an RFP for architectural and engineering or other consultant services.
 - b. DA: Submits, prior to release all RFP's to ECD for review for contract compliance and consistency with Federal Title 24CFR, Part 85 Section 85.36, (Procurement Standards).
 - c. DA: Reviews RFP's for compliance with State, Federal, Local and ECD regulations. Requests ECD for "Approval to Proceed to Issue RFP".
 - d. ECD: Issues to DA an "Approval to Proceed to Issue an RFP".
 - e. DA: Advertises RFP, receives responses, interviews, requests ECD representation on selection committee and makes selection.
 - f. DA: Notifies ECD of selection. Sends back-up documentation and draft contract to ECD. Requests ECD for "Approval to Proceed to Award a Consultant Services Contract".
 - g. ECD: Reviews final contract for contract compliance and issues an "Approval to Proceed to Award a Consultant Services Contract".
 - h. DA: Awards Consultant Services Contract.
2. Architectural and Engineering Services may also be negotiated under certain situations; i.e., obtained through a sole source procurement. This is an eligible alternative requiring the following steps:
 - a. DA: Determines that the situation warrants sole source procurement and that such procurement will comply with requirements and criteria specified in Federal Title 24CFR Part 85.36, (Procurement Standards).
 - b. DA: Selects architect, engineer or other consultant.
 - c. DA: Sends "Request for Approval to Proceed to Award a Sole Source Consultant Services Contract" to ECD explaining why the DA has chosen the consultant and why the competitive RFP procedure is not being used

- d. ECD: Reviews the request and approves or denies sole source procurement request based on explanation and backup.
- e. ECD: Issues "Approval to Proceed to Award a Sole Source Consultant Services Contract" authorization or denial of request.
- f. DA: Negotiates and awards the sole source contract.

C. Design Phase

- 1. DA: Monitors preparation of preliminary plans by architect.
- 2. DA: Notifies ECD of all public meetings with architect five working days before event.
- 3. ECD/
DA: Reviews and approves preliminary design.
- 4. DA: Secures all required permits and regulatory approvals.
- 5. DA: Reviews and approves plans and specifications, and obtains current Federal Wage Decision to include in the bid package. ECD keeps current copies that are available by request.
- 6. DA: Forwards construction bid package to ECD for review and approval along with request for "Approval to Proceed to Issue an Invitation to Bid for Construction Services". See (Attachment D) "Construction Contract Boilerplate", for the forms used in preparing bid packages.
- 7. ECD: Reviews and approves construction bid package for compliance with Federal and local regulations and forwards authorization to proceed with changes (if any) to DA.
- 8. DA: Secures plans, check of plans and specifications from the appropriate Building and Safety Authority.

D. Construction Phase

- 1. DA: Determines bid solicitation process permitted by CDBG requirements under Federal Title 24CFR Part 85.36 (Procurement Standards), and County contracting regulations. Advertises invitation to bid and receives bids.
- 2. DA: Ten days prior to bid opening, DA makes telephone contact with ECD and requests updated Federal Wage Decision. ECD will send to DA the latest Wage Decision. If they are in any way different from those issued in the original bid package, DA will immediately forward latest wage decision to all bidding contractors who, in turn, submit revised bids prior to the bid opening.
- 3. DA: Conducts bid opening and sends to ECD a copy of the contract bid specifications including copies of the wage decisions in effect at bid opening.
- 4. DA: Reviews bid documents submitted by the low-bidder to assure compliance with County Policy 15-01, if applicable, and 24CFR 85.36(e) regarding the participation of minority, disadvantaged and women business enterprises (MWBE's) in the proposed construction contract. If DA has its own plan that meets the aforementioned requirements, it may use this plan for bid document reviews.

5. DA: Submits the low-bidder information and list of subcontractors to ECD and requests ECD for "Approval to Proceed to Award a Construction Services Contract". If adjustment of funds or project description is needed, the written request for reallocation of funds (revision of Attachment "A") or change in project description (revision of Attachment "B") should be sent at this time. Requests over 25% of project allocation, require approval by DA governing body in a public hearing.
6. ECD: Prepares revisions to Attachment "A" and/or "B" as requested.
7. ECD: Reviews Contractor/Subcontractor's eligibility to receive Federal contracts.
8. ECD: Issues "Approval to Proceed" to DA.
9. DA: Approves the Affirmative Action Plan for contractors who: 1) have contracts with the DA during current fiscal year, or 2) employ ten (10) or more employees, or 3) bid work for more than \$10,000.
10. DA: Insures completeness of contract documents prior to award of contract. Construction contracts must contain a copy of Federal Labor Standards, applicable Federal Wage Determination, and a copy of restrictions on public buildings and public works projects provisions.
11. DA: Awards Contract.
12. DA: Notifies ECD of pre-construction conference at least 12 days prior to event.
13. ECD: Notifies HUD of pre-construction conference at least 10 days prior to event.
14. DA: Conducts pre-construction conference (ECD attendance mandatory). ECD forwards Contract Compliance Instructions to prime contractor.
15. DA: Provides ECD with a copy of signed contract prior to start of construction. DA ensures completion of bonds and obtains contractor/subcontractor certifications concerning labor standards and prevailing wage requirements; regarding Equal Employment Opportunity, and restrictions on public buildings and public works projects before signing contract.
16. DA: Keeps an up-to-date record of all encumbrances and obligations, including staff costs incurred, to assure that the remaining balance of funds is known.
17. ECD/
DA: Ongoing observation and monitoring of projects.
18. DA: Conducts on-site interviews with employees regarding their wages. Sends copy of interviews to ECD.
19. DA: Receives from contractor, requests for progress payments accompanied by Weekly Certified Payroll, form WH-347, and any other documentation of expenditures and work accomplished. See Attachment "D-6" for form WH-347.
20. ECD: Receives from contractor, duplicate copies of Weekly Certified Payroll forms WITH ORIGINAL SIGNATURES.

21. ECD: Checks wages reported on Certified Payroll forms against employee interview forms for consistency between wage rates reported by contractor and wages received by employees.
22. ECD: Checks contractor's compliance with the approved Affirmative Action Plan.
23. DA: Submits to ECD once each month during the term of the construction contract, a report package containing:
 - a. Request for Reimbursement and accompanying documentation. Payments on said requests that are subject to complete compliance with Federal Labor Standards.
24. DA: Notifies ECD of all meetings regarding ECD projects, such as Design Conferences, Public Meetings, meetings with Community Development Advisory Commission, and DA at least five (5) working days before event occurs.
25. DA: Processes change orders and sends copy(ies) of change order(s) along with "Request for Approval of a Contract Change Order" to ECD. Notifies ECD of proposed changes in the list of subcontractor(s) and submits "Request For Approval to Proceed" to add or delete subcontractor(s) from the approved list.
26. DA: Must obtain approval from ECD regarding all change orders prior to authorizing the contractor to proceed with said changes.
27. DA: Requests revisions to Attachment "A" or Attachment "B" as needed.
28. ECD: Revises Attachments "A" or "B" and issues "Approval to Proceed to Issue Change Order(s)" to DA.
29. DA: Notifies ECD of final inspections at least five (5) working days before inspection date.
30. DA: Attends final inspections (ECD attendance optional).
31. DA: Secures its governing body's acceptance of completed project and filing of Notice of Completion.
32. ECD: Monitors project progress and contract compliance and issues, as necessary, "Notice of Non-Receipt of Monthly Status Report" or "Notice to Submit Final Activity Costs" notices to DA.
33. DA: Takes necessary actions to comply with said notices.
34. DA: Prepares and submits "Notice of Completion" to ECD.
35. ECD: Conducts "Annual Certification of Use of Facilities".

IV. DA must ensure compliance with the following regulations and statutes, as amended, in carrying out CDBG funded activities:

- A. Community Development Block Grant Regulations of the Housing and Community Development Act of 1974, as amended (24CFR 570).

- B. Applicable Uniform Administrative Requirements:
 - 1) Office of Management and Budget Circular A-87
 - 2) Office of Management and Budget Circular A-128
 - 3) 24CFR Part 85
- C. Applicable Uniform Administrative Requirements for Subrecipients that are not Governmental Entities:
 - 1) Office of Management and Budget Circular A-110
 - 2) Office of Management and Budget Circular A-122
 - 3) 24CFR Part 84
- D. Federal Labor Standards Compliance Handbook No. 1344.1 REV-1 including:
 - 1) Davis-Bacon Act (40 U.S.C. 276a to a-7)
 - 2) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)
 - 3) Copeland Act (18 U.S.C. 874)
- E. Equal Employment Opportunity Requirements of Executive Order 11246, as amended
- F. Environmental Protection Agency Regulations (40CFR Part 1500-1508)
- G. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128)
- H. Archaeological and Historic Preservation Act of 1974
- I. Rehabilitation Act of 1973, as amended
- J. Americans With Disabilities Act
- K. Clean Air Act (42 U.S.C. 7401 et. seq.)
- L. Clean Water Act (33 U.S.C. 1368)
- M. Section 3 Regulations of the Housing and Urban Development Act of 1968, Title 24CFR, Part 135 (12 U.S.C. 1701u)
- N. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et. seq.)
- O. Fair Housing Act (42 U.S.C. 3601-20)
- P. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601-4655)
- Q. Hatch Act
- R. Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b))

ATTACHMENT E
SAN BERNARDINO COUNTY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
DELEGATE AGENCY

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

This form is designed to assist the County of San Bernardino in complying with HUD regulations by reporting the amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (M/WBE'S) for the project named below. Include information on all subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlling interest in the company is held by one or more African Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic/Latino Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the County.

"Female owned or controlled" means that 51% or more of the company's ownership or controlling interest in the company is held by one or more female persons.

PROJECT

Project Name _____

\$ _____

Total Bid Amount

Project Number _____

CONTRACTOR/SUPPLIER

Contractor Name _____

Federal I.D. Number _____

\$ _____

Portion of bid amount to be
performed by contractor

Address _____

Zip _____

Phone Number _____

Minority owned or controlled? ☐ Yes ☐ No

If yes, which minority? _____

Female owned or controlled? ☐ Yes ☐ No

SUBCONTRACTORS/SUPPLIER

1) _____

Subcontractor Name

Federal I.D. Number

\$ _____

Subcontract Amount

Address _____

Zip _____

Phone Number _____

If yes, which minority? _____

Which Minority? _____

Female owned or controlled? ☐ Yes ☐ No

Minority and Women Owned Business Enterprises Participation (continued)

2) _____

Subcontractor Name	Address	Zip
Federal I.D. Number	Phone Number	
\$ _____	Minority owned or controlled? ☐ Yes ☐ No	
Subcontract Amount	If yes, which minority? _____	
	Female owned or controlled? ☐ Yes ☐ No	

3) _____

Subcontractor Name	Address	Zip
Federal I.D. Number	Phone Number	
\$ _____	Minority owned or controlled? ☐ Yes ☐ No	
Subcontract Amount	If yes, which minority? _____	
	Female owned or controlled? ☐ Yes ☐ No	

4) _____

Subcontractor Name	Address	Zip
Federal I.D. Number	Phone Number	
\$ _____	Minority owned or controlled? ☐ Yes ☐ No	
Subcontract Amount	If yes, which minority? _____	
	Female owned or controlled? ☐ Yes ☐ No	

5) _____

Subcontractor Name	Address	Zip
Federal I.D. Number	Phone Number	
\$ _____	Minority owned or controlled? ☐ Yes ☐ No	
Subcontract Amount	If yes, which minority? _____	
	Female owned or controlled? ☐ Yes ☐ No	

6) _____

Subcontractor Name	Address	Zip
Federal I.D. Number	Phone Number	
\$ _____	Minority owned or controlled? ☐ Yes ☐ No	
Subcontract Amount	If yes, which minority? _____	
	Female owned or controlled? ☐ Yes ☐ No	

7) _____

Subcontractor Name	Address	Zip
Federal I.D. Number	Phone Number	
\$ _____	Minority owned or controlled? ☐ Yes ☐ No	
Subcontract Amount	If yes, which minority? _____	
	Female owned or controlled? ☐ Yes ☐ No	

(Use additional copies of this form if needed to provide information on all subcontractors)

ATTACHMENT "D"

ECD CONSTRUCTION CONTRACT

PROVISIONS

ATTACHMENT “D”

TABLE OF CONTENTS

Preface

Notice Inviting Bids/Instructions to Bidders

Required Documents Checklist

Construction Contract Provisions.....pages 1-2

Federal Labor Standards Provisions.....pages 3-6

Insert Davis-Bacon Wage Determination.....page 7

Affirmative Action Compliance Guidelines Construction/Non-Construction.....pages 8-16

Section “3”.....page 17

Certification of Compliance with Air & Water Acts.....page 18

Documents Required Prior to Pre-Construction.....page 19

Instructions for Completing Contract Compliance Qualifying Report.....pages 20-23

Affirmative Action Policy for Contractors, Subcontractors and Vendors.....pages 24-27

Minority and Women Owned Business Enterprise Participation.....pages 28-29

Certification of Bidder.....page 30

Certification of Subcontractor Regarding Equal Employment Opportunity.....page 31

Contractor’s Certification of Compliance with Davis-Bacon & Related Acts.....page 32

Contractor’s Certification Concerning Labor Standards & Prevailing Wage.....pages 33-36

Example Documents.....pages 37-50

The following statement is recommended in "Notice Inviting Bids" Section of Bid Package

NOTICE INVITING BIDS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under this Contract.** The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification at the time of this advertisement, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supercede that included herein, up until a minimum of ten (10) days prior to the actual Bid Opening.

The following statement is recommended in "Instruction To Bidders" Section of Bid Package

INSTRUCTIONS TO BIDDERS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Prevailing Wage, will be enforced for all work under this Contract.** The Prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supercede that included herein, up until a minimum of ten (10) days prior to the actual Bid Opening.

CDBG – PAYMENT: The following requirement of the Department of Economic and Community Development (ECD), as administrators of the Community Development Block Grant (CDBG) funds, shall be strictly enforced.

"A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request."

REQUIRED DOCUMENTS CHECKLIST

The below listed documentation is required by ECD prior to the pre-construction meeting.

- [] 1. **Executed Contract/Purchase Order** containing (HUD form 4010) signed by implementing entity and contractor
- [] 2. **Bid Package** signed by contractor or letter stating that the project specifications document is part of the contract
- [] 3. **Signed Partnership Agreement** (if applicable)
- [] 4. **Applicable Bonds** (performance, payment, material bonds)
- [] 5. **Current Federal Wage Determination** (provided by ECD)
- [] 6. **Contract Compliance Qualifying Report**
- [] 7. **Affirmative Action Policy for Contractors, Subcontractors and Vendors**
- [] 8. **Completed Attachment "E" Minority and Women Owned Business Enterprise Participation**
- [] 9. **Bidder/Subcontractor's Certification regarding Equal Employment**
- [] 10. **Signed Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements**
- [] 11. **Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements**
- [] 12. **Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements**

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT CONSTRUCTION CONTRACT PROVISIONS

The following certifications, standards, and Instructions are provided to ensure compliance with Federal and State contracting requirements for Federal Community Development Block Grant funded construction projects. Documents requiring completion, signature and submittal are indicated.

I. LABOR STANDARDS AND PROVISIONS

This section contains Federal and State labor regulations regarding construction contracts.

a. Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements

This certification is to be completed by the prime contractor and submitted with the bid when the contract amount exceeds \$2,000.

b. Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements

This certification is to be completed by the subcontractor and submitted with the bid when the contract amount for the prime contractor exceeds \$2,000.

c. Federal Labor Standard Provisions

The prime contractor and all subcontractors are required to abide by the Federal Labor Standards when the contract amount for the prime contractor exceeds \$2,000. The prime contractor is responsible for including these provisions in all subcontracts.

d. Prevailing Wage Decisions

The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract a wage not less than the highest wage for the work classification specified in both the Federal and State Wage Decisions when the contract amount for the prime contractor exceeds \$2,000.

e. Contractor's Certification of Compliance with Davis-Bacon and Related Acts Requirement

This certification must be submitted, upon request, by the CITY and/or COUNTY prior to contract award.

II. EQUAL EMPLOYMENT REGULATIONS

This section contains Federal Equal Opportunity requirements regarding construction and non-construction contracts.

a. Certification of Bidder Regarding Equal Employment Opportunity

This certification is to be completed by the prime contractor and submitted upon request by the CITY and/or COUNTY prior to contract award.

b. Certification by Proposed Subcontractor Regarding Equal Employment Opportunity

This certification is to be completed by the prime contractor's subcontractor(s) and submitted upon request by the CITY and/or COUNTY prior to contract award.

c. Affirmative Action Compliance Guidelines For Construction or Non-Construction Contractors

Prior to being awarded the contract, the selected contractor and subcontractor(s) who meet the guideline criteria for filing must complete and submit the Affirmative Action Plan as required by the CITY and the COUNTY prior to contract award. These provisions generally apply to contracts and subcontracts in excess of \$10,000.

d. "Section 3"

To the greatest extent feasible, the contractor and subcontractor(s) must comply with this provision as it relates to the training and employment opportunities of lower income persons residing within the County of San Bernardino.

**DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
CONSTRUCTION CONTRACT PROVISIONS**

(Continued)

III. BONDING AND INSURANCE REQUIREMENTS

This section contains the minimum bonding requirements for construction service contracts. CITY forms may be provided or examples of bonding documents, which are included in this package, on pages 45, 47 and 49.

a. Form of Bid Bond

This is an example of the bid guarantee required from each bidder. The Bid Bond must be at least ten percent (10% of the contract price and must be submitted with the Bid.

b. Form of Performance Bond

This is an example of the Performance Bond required from the prime contractor. The Performance Bond must be at least one hundred percent (100%) of the contract price and must be submitted upon execution of the contract.

c. Form of Labor and Materials Bond

This is an example of the Payment Bond (Labor & Materials) required from the prime contractor. The Labor & Materials Bond must be at least one hundred percent (100%) of the contract price and must be submitted upon execution of the contract.

d. Certificate of Owner's Attorney

This certificate is to be completed by the owner's attorney when applicable.

IV. SUPPLEMENTAL GENERAL CONDITIONS

This section contains special federal requirements

a. Certification of Compliance with Air and Water Acts

The prime contractor and all subcontractors must comply with this certification when the contract exceeds \$100,000.

b. Certification of bidder regarding restrictions on public buildings and public works projects.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, an without subsequent deduction or re-bate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount

designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor for the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentices, trainees and helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or

development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been indirectly, and that no deductions have been made either directly or

indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 he or she is employed on such work to work in excess of eight hours in any calendar day or 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

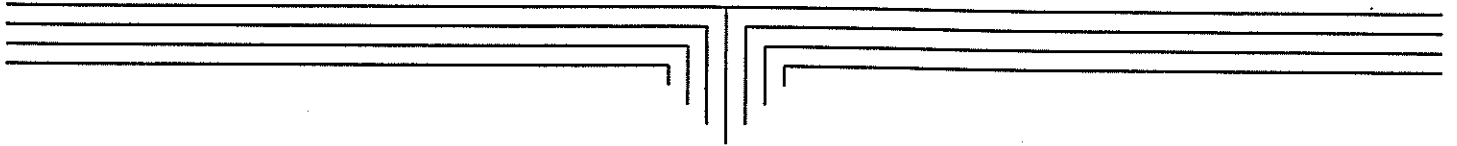
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Insert Davis-Bacon Wage Determination

**AFFIRMATIVE ACTION COMPLIANCE
GUIDELINES FOR CONSTRUCTION AND
NON-CONSTRUCTION CONTRACTORS**



IMPLEMENTING ENTITIES

AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

These Affirmative Action Compliance Guidelines have been designed to provide the Implementing Entity with information pertaining to the contractor's work force. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the contractor without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap. These guidelines provide the minimum information necessary to prepare an Affirmative Action Plan that will comply with Federal regulations regarding Affirmative Action for federally assisted projects. In the event that the Affirmative Action Compliance Program of the implementing entity address these minimum guidelines, that program may be utilized. Contractors are urged to contact the Affirmative Action Officer of the implementing entity for any necessary technical assistance in preparing their Affirmative Action Plan if they are considering bidding under this contract.

I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

A. The Affirmative Action program embodies the following principals:

1. Discrimination because of race, color, age, sex, religion, ancestry, national origin, marital status, or handicapped status is insistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. In accordance with Executive Order 11246, the implementing entity is committed to insuring that there be no discrimination by vendors, contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.

B. Contractors required to file an Affirmative Action Plan.

1. All contractors who are submitting to the implementing entity a bid or offer on a CONSTRUCTION CONTRACT and who are doing business in the amount of \$10,000 or more with the implementing entity in any one fiscal year or employ ten (10) or more employees, must have an approved Affirmative Action Plan unless exempt, prior to the award of such contract.
2. All contractors and vendors who are submitting to the implementing entity a bid or offer on a NONCONSTRUCTION CONTRACT in the amount of \$10,000.00 or more, must have an approved Affirmative Action Plan unless exempt, prior to the award of such contract or business.
3. All subcontractors rendering services or supplies to the contractor in the amount of \$10,000.00 or more, must have an approved Affirmative action Plan unless exempt, before the subcontractor commences work.

C. Exemptions:

The following persons/contracts (as defined by the implementing entity's Contract Compliance Officer) shall be exempt from this program:

1. Sole Source
2. Emergency Requisitions
3. Contracts which have been executed by the
4. Churches

Any contractor who feels qualified for an exemption should contact the Contract Compliance Officer for verification.

II. METHOD FOR SATISFYING AFFIRMATIVE ACTION PLAN

A. Affirmative Action Plan for CONSTRUCTION contractors can be met by one of the following methods:

1. Prior to being awarded the contract, the contractor must have both of the following documents approved by the implementing entity Contract Compliance Officer.
 - a. A statement of the contractor's Affirmative Action Policy including methods of recruiting minorities and women. If the contractor does not have an Affirmative action Policy, the attached model policy may be adopted by the contractor.
 - b. The "Contract Compliance Qualifying Report for Construction Contractor" (attached).
2. Evidence of a currently approved Federal or State of California Affirmative Action Plan.
3. Certificate of Annual prequalification issued by the implementing entity Contract Compliance Officer.
 - a. To receive "Annual Prequalification" a contractor must:

Complete the implementing entity Affirmative Action "Contract Compliance Qualifying Report" with employment goals for the next three years; and submit to the Contract Compliance Officer for approval an Affirmative Action Policy including methods of recruiting minorities and women. The contractor is required to submit an Affirmative Action Compliance Plan annually for subsequent prequalification.

Subcontractors desiring to act as subcontractors may receive annual prequalification and be placed upon a list of annually pre-qualified subcontractors which will be made available by the Contract Compliance Officer to prime contractors to facilitate their choice of subcontractors.

B. Affirmative Action Plan For Non-Construction Contractors can be met as follows:

1. Prior to being awarded the contract, the contractor must have the "Contract Compliance Qualifying Report for Non-Construction Contractors and Vendors" (attached), approved by the implementing entity contract compliance officer. In addition, the contractor or vendor may be requested to submit to the Contract Compliance Officer additional information concerning the contractor's Affirmative Action policies.

C. Affirmative Action Plan for Subcontractors can be met as follows:

1. Prior to a subcontractor starting work for a contractor, the subcontractor must comply with Part II, Section A above for construction subcontracts and Part II, Section B above for non-construction subcontracts. The contractor is responsible to ensure that all of his subcontractors are in compliance.
2. Contractors are encouraged to use subcontractors who have been approved for annual prequalification (if available).

III. INTERACTION WITH THE CONTRACT COMPLIANCE OFFICE

A. The Contract Compliance Officer will review each Affirmative Action Program as submitted.

If the contractor's Affirmative Action Plan is not approved by the Contract Compliance Officer, the Contract Compliance Officer shall notify the contractor of the reasons for disapproval of the plan, and of the implementing entity's requirements for an acceptable plan. The contractor shall be allowed ten (10) working days in which to develop and submit a revised Affirmative Action Plan for review and approval by the Contract Compliance Officer.

B. Appeal Procedure.

1. A contractor who has submitted a program which is not approved by the Contract Compliance Officer may appeal that determination to the implementing entity's legislative body through their Administrative Officer. All appeals shall be in writing, signed by the person appealing or that person's authorized representative and shall be filed with the Contract Compliance Officer within ten (10) working days after receiving notice of disapproval.

2. The appeal should explain the reason why the action of the Contract Compliance Officer should not have been taken. Failure of the contractor to appeal within ten (10) working days of notice of disapproval shall make the action taken by the Contract Compliance Officer final.

C. On-site visits may be conducted to verify the accuracy of the contractor's Affirmative Action statistical data. In addition, contractors will be required to annotate entries on their payroll reports with the following codes:

- A = White (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, the Middle East, or the Indian subcontinent.
- B = Black (not of Hispanic origin): All persons having origins in any of the black racial groups.
- C = Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- D = Asian or Pacific Islanders: All persons having origins in any of the Far East, Southwest Asia or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- E = American Indian or Alaskan Native: All persons having origins in or of the original peoples of North America.
- M = MALE EMPLOYEE
- F = FEMALE EMPLOYEE
- H = HANDICAPPED EMPLOYEE
- V = VIETNAM-ERA VETERAN

IV. DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

"Affirmative Action" is a commitment to increase the number of members of protected classes in the work force by setting employment goals and timetables, including action programs to achieve objectives through reform of the system. Affirmative Action seeks to ensure that discrimination is eliminated in all dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.

- A. "Approved Programs" are those which the Contract Compliance Office of the implementing entity have deemed in compliance with this program
"Construction Contract" means a contract which calls for the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements providing utility services.
- B. "Contract" means a purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a contractor.
- C. "Contractor" means all persons (including general contractors and prime contractors) who provide, or offer to provide to the implementing entity, labor or services of any kind or type pursuant to a construction contract with the County.
- D. "Implementing Entity" means public jurisdiction who is administering the contract.
- E. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the contractor or subcontractor.
- F. "Handicapped Status" means any person who:
 - 1. Has a physical or mental impairment which substantially limits one or more of such person's major life activities.
 - 2. Has a record or such impairment or,
 - 3. Is generally regarded as having such an impairment.
- G. "Local Labor Market" means the entire San Bernardino, Riverside, Ontario labor market. (Standard Metropolitan Statistical Area.)
- H. "Minorities" means members of the following racial or ethnic groups: Black (not of Hispanic origin); Hispanic; Asian or Pacific Islander; American Indian or Alaskan native.
- I. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".
- J. "Officer" means the Contract Compliance Officer of the implementing entity.
- K. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- L. "Protected Class" means those groups of individuals covered or protected against discrimination by the various Federal and State civil rights laws as now in existence or as hereafter amended by Federal or State law.
- M. "Sole Source" means a contract in which the non-implementing entity party is in a unique position to fulfill the implementing entity's needs, as determined by the Contract Compliance Officer, after consideration of practical alternative.
- N. "Subcontractor" means any person who agrees with any contractor who has a contract with the implementing entity to furnish supplies, goods, or services to such contractor.
- O. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- P. "Vietnam-Era Veteran" means a person who:
 - 1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
 - 2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.
- Q. "Women" means female members of racial and ethnic minority and non-minority groups.

ATTACHMENT 1

1. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer. to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.
2. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).
3. Rehabilitation act of 1973, as amended (Handicapped) Pub. 193-112 as amended. (29 USCA 701-794).
4. California Fair Employment Practice Act. Labor Code Sec. 1410 *et seq.*
5. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

In addition, during the performance of this contract, the contractor agrees as follows:

Equal Opportunity Clause

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 C.F.R. Sec. 60-1.4.

- (1) 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, 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 contracting officer 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, or national origin.
- (3) 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 Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) 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.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses 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.

- (7) The Contractor will include the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: 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 contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause

and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 to the implementing entity's Contract Compliance Officer.

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250.

- (1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era 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 disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status 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) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- (3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- (7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.
- (8) As used in this clause:
- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three (3) days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - b. "Appropriate office of the State employment service system" means the local office of the Federal - State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
 - d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- (9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (10) 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.
- (11) 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 disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- (12) 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 the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

- (13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to 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.

Affirmative Action for Handicapped Workers

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

- (1) 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) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance 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.
- (4) 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.

- (5) 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.
- (6) 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.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 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 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.

APPENDIX I

<u>Category</u>	<u>Principal Business Location</u>	<u>Goal = Parity With</u>
Contractors except construction	San Bernardino County	Riverside - San Bernardino - Ontario S.M.S.A.
Contractors except construction S.M.S.A.	Within Los Angeles, Long Beach, Orange and San Diego	Local S.M.S.A.
Contractors except construction	Within California, but not San Bernardino, Orange, Los Angeles, San Diego S.M.S.A. then parity same as Number 2 above	Area business located, unless have offices in Riverside - San Bernardino - Ontario S.M.S.A. --
Contractors except construction	Outside California	Principal place of business
Contractors except construction	N/A	Local staff parity with Riverside - San Bernardino - Ontario S.M.S.A.
Construction Contractors	N/A	Riverside - San Bernardino - Ontario S.M.S.A.

GOALS FOR WOMEN IN CONSTRUCTION

On April 17, 1978, the Department of Labor, Office of Federal Contract Compliance Programs established goals for the participation of women in the construction industry. These goals, which shall apply to all work force levels, categories, crafts, skills, and apprenticeships, are the following:

<u>Time Frame</u>	<u>Goals (in Percent)</u>
April 1, 1978 -- March 31, 1979	3.1%
April 1, 1979 -- March 31, 1980	5.0%
April 1, 1980 -- March 31, 1981	6.9%

"SECTION 3"

3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
 - a. 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 as 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 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 or owned in substantial part by persons residing in the area of the project.
 - b. 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 to 24CFR 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.
 - c. 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 organizations or worker's representative of his 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.
 - d. 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 24CFR 135. The contractor will not subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24CFR 135, and all applicable rules and orders of the Department issued thereunder 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 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 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 24CFR 135.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts
and related subcontracts exceeding \$100,000.00)

During the performance of this Contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

**The following documents are required prior to
Pre-Construction**

INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE QUALIFYING REPORT

I. JOB CATEGORY

Data is to be completed for all listed job categories of employees.

Definitions:

Administrators: Occupations which require that employees set broad policies, exercise overall responsibility for execution of these policies, direct individual departments or a special phase of the contractor's operations, or provide specialized consultation on a regional, district or area basis.

Includes: directors, deputy directors, department heads, controllers, foremen, supervisors, inspectors, and kindred workers.

Professional: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysis, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technical: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

Includes: computer programmers and operators, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), assessors, inspectors, and kindred workers.

Sales: Occupations in which the act of selling takes place; exchange of property of any kind, or of services for an agreed sum of money or other valuable consideration. One employed as a traveling agent or representative to sell goods or services.

Office and Clerical: Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office.

Includes: bookkeepers, secretaries, office machine operators, clerk typists, stenographers, statistical clerks, dispatchers, payroll clerks, messengers, and kindred workers.

Skilled: Occupations in which workers perform jobs which require special manual skill, a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training, experience, through apprenticeship or other formal training programs.

Includes: mechanics and repairmen, electricians, heavy equipment operators, stationary engineers, skilled machinist occupations, carpenters, and compositors and typesetters, and kindred workers.

Operative (Semiskilled): Occupations in which workers are partly skilled, or doing manual work that requires only limited training, experience or knowledge.

Laborers (Unskilled): Occupations in which a worker performs a variety of manual work in the maintenance, repair or construction of highways, buildings, and other facilities; unskilled worker who brings materials to, and does preparation work for, skilled workers in a trade.

Service Workers: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, upkeep and care of buildings, facilities or grounds of public property. Workers in this category may operate machinery.

Includes: chauffeurs, laundry and dry cleaning operators, truck drivers, bus drivers, garage laborers, custodial persons, gardeners and groundskeepers, refuse collectors, construction laborers.

II. CURRENT WORK FORCE

This category is to establish the contractor's current employee status.

A. Total number of employees: The contractor is to fill out the total number of persons currently employed in each job category.

B. Black: The contractor is to place the current number of Black employees in each box in this column for each job category.

C. Hispanic: The contractor is to place the current number of employees of Hispanic origin in each box in this column for each job category.

D. Asian or Pacific Islanders: The contractor is to place current number of employees of Asian or Pacific Island origin in each box in this column for each job category.

E. American Indian or Alaskan Native: The contractor is to place the current number of American Indian or Alaskan Native employees in each box in this column for each job category.

F. Total Minority: The number to be placed in each box in the column can be reached by adding the current number of Black, Hispanic, Asian, Pacific Islander, American Indian, and Alaskan Native employees written in the four previous columns.

G. Total Females: In each box in this column the contractor shall place the total number of white and minority females employed in each job category.

III. UNDERUTILIZATION

To establish whether under-utilization exists, a contractor must determine whether the "total minority" percentages and "total female percentages" in each job classification are lower than would reasonably be expected by their availability.

After making this comparison, the contractor should place a check mark in the box that applies ("yes" or "no") for each category.

IV. ANTICIPATED HIRING

The contractor should state the number of employees the contractor plans to hire both as additional employees and replacements for each job category.

CONTRACT COMPLIANCE QUALIFYING REPORT

- A. 1. Name of Contractor's Business _____
2. Address _____
3. City _____ State _____ Zip Code _____
4. Telephone Number _____
(Area Code)
5. Type of Business _____
6. The contractor has appointed _____
as its Equal Employment Opportunity Officer. This person has been given the authority to
establish, disseminate and enforce the Equal Employment and Affirmative Action policies of this
contractor, and may be contacted at (Address) _____

(Telephone Number) _____ concerning matters relating to Affirmative
Actions taken by this contractor.
7. Do you presently employ any Vietnam-era veterans? ☐ Yes ☐ No How many? _____
8. Do you presently employ any handicapped persons? ☐ Yes ☐ No How many? _____

- B. Contractors agrees to comply with the provisions of the Affirmative Action Compliance Program of the implementing entity and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Attached is the statement of contractor's Affirmative Action Policy. The contractor agrees to make a good faith effort to meet the goals of the plan as part of these contract obligations.

Contractor understands that this plan will become a part of contractor's comprehensive management policy.

Contractor agrees to insert in all subcontracts on the project bid herewith a provision that said subcontractors will comply with the provisions of the implementing entity Affirmative Action Compliance Program and rules and regulations adopted pursuant thereto, Executive Order 11246 and 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal and State laws and regulations relating to equal employment opportunity, including laws and regulations hereafter enacted.

Contractor agrees to furnish to the Contract Compliance Office, the name of each subcontractor who furnished supplies, goods or services in excess of \$10,000 on the project bid herewith. Said names shall be furnished prior to the time the subcontractor commences work.

Contractor also hereby agrees to provide the implementing entity Contract Compliance Office any access and information that they may request to assist in determining compliance with the Program.

I declare under penalty of perjury that the following is true and correct.

Date _____

Signature _____

Title _____

CURRENT WORK FORCE

OCCUPATIONAL CATEGORY	ALL EMPLOYEES			MINORITY EMPLOYEES								TOTAL MINORITIES	UNDERUTILIZATION				ANTICIPATED HIRING GOALS FOR TERM OF PROJECT			
	TOTAL	MALE	FEMALE	MALE				FEMALE					MINORITY		FEMALE		Minority		Total New Hires	
				Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Black	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native		YES	NO	YES	NO				
																	M	F	M	F
Administrators																				
Professional																				
Technical																				
Sales																				
Clerical																				
Skilled																				
Operatives (Semiskilled)																				
Laborer (Unskilled)																				
Service Workers																				
TOTAL																				

THIS SIDE FOR CONTRACT COMPLIANCE USE ONLY

Percent Minorities of Total _____ SMSA Percent _____ Does Contractor Meet SMSA Percentages? ☐ Yes ☐ No

Warning Letter Issued _____
Date

Reviewed By _____
Contract Compliance Officer

CONTRACTS PROCESSED

Annual Qualifications Dates	Date	Project	Dollar Amount
From _____ to _____			

**Contract Compliance
Qualifying Report
For
Construction
Contractors
and
Vendors**

Comments

THIS SIDE FOR CONTRACT COMPLIANCE USE ONLY

Percent Minorities of Total _____ SMSA Percent _____ Does Contractor Meet SMSA Percentages? ☐ Yes ☐ No

Warning Letter Issued _____
Date

Reviewed By _____
Contract Compliance Officer

CONTRACTS PROCESSED

Annual Qualifications Dates	Date	Project	Dollar Amount
From _____ to _____			

**Contract Compliance
Qualifying Report
For
Non-construction
Contractors
and
Vendors**

Comments

AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

Name of Contractor, Subcontractor or Vendor

Adopts this plan to affirm its support of a program of equal employment opportunity, and to assure compliance with Executive Orders 11246 and 11375, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practice Act, and the implementing entity's Affirmative Action Compliance Program. This contractor (or Subcontractor or Vendor) agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and the productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This contractor (or Subcontractor or Vendor) further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Program is hereby established as the policy and practices of our company:

INSTRUCTIONS: Please answer each question by marking an "X" beside "A", "B", or "C".
If "C" is marked, explain reason; use a separate sheet if additional space is needed.

1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, and will treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.

☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.

☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations responses.

☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

4. Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.
- ☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives who status also comes under that of minority, handicapped or women.
- ☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reason therefor.
- ☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining agreement have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action.
- ☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
8. Our company will actively take steps to integrate any positions, departments or plant location which have no women or minorities or are almost staffed with one particular group.
- ☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women.
- ☐ A. This is now a practice of our Company.
☐ B. Our Company will adopt this policy.
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs
- ☐ A. This is now a practice of our Company.
 - ☐ B. Our Company will adopt this policy.
 - ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities.
- ☐ A. This is now a practice of our Company.
 - ☐ B. Our Company will adopt this policy.
 - ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees
- ☐ A. This is now a practice of our Company.
 - ☐ B. Our Company will adopt this policy.
 - ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
13. Our company will make certain that all facilities normally used concurrently by all company activities are non-segregated.
- ☐ A. This is now a practice of our Company.
 - ☐ B. Our Company will adopt this policy.
 - ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
14. Our company shall make certain that all subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project subcontractors have an approved Affirmative Action Plan.
- ☐ A. This is now a practice of our Company.
 - ☐ B. Our Company will adopt this policy.
 - ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
15. Our Company shall solicit bids for subcontracts from minority subcontractors and female subcontractors subject to availability.
- ☐ A. This is now a practice of our Company.
 - ☐ B. Our Company will adopt this policy.
 - ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

16. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.

- ☐ A. This is now a practice of our Company.
- ☐ B. Our Company will adopt this policy.
- ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

17. Our company shall continually monitor all personnel activities to insure that the implementing entity's Affirmative Action Policy for Contractors and Vendors is carried out.

- ☐ A. This is now a practice of our Company.
- ☐ B. Our Company will adopt this policy.
- ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

Date

Signature

Title

SAN BERNARDINO COUNTY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

This form is designed to assist the County of San Bernardino in assessing and reporting the proposition and amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (WMBE'S) for the project named below. Include information on all subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more Black Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the County.

"Female owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more female persons.

PROJECT

Project Name _____
\$ _____
Total Bid Amount

Project Number _____
Federally funded or assisted? ☐ Yes ☐ No

CONTRACTOR

Contractor's Name _____
Federal I.D. Number _____
\$ _____
Portion of Bid Amount to be
performed by Contractor

Address _____
CITY _____ State _____ Zip Code _____
Minority owned/controlled? ☐ Yes ☐ No
Female owned/controlled? ☐ Yes ☐ No

SUBCONTRACTORS

1) _____
Subcontractor's Name
Federal I.D. Number _____
\$ _____
Subcontract Bid Amount

Address _____
CITY _____ State _____ Zip Code _____
Minority owned/controlled? ☐ Yes ☐ No
Female owned/controlled? ☐ Yes ☐ No

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION (Continued)

2) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

3) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

4) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

5) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

6) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

7) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

8) _____
 Subcontractor's Name Address

Federal I.D. Number CITY State Zip Code

\$ _____ Minority owned/controlled? ☐ Yes ☐ No

Subcontract Bid Amount Female owned/controlled? ☐ Yes ☐ No

(Use additional copies of this form if needed to provide information on all subcontractors)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address & Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None required ☐
4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor: _____

Project Name: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address & Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ☐ No ☐ None required ☐

4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

- NOTE: THIS FORM MUST BE FILLED OUT BY EACH OF THE BIDDER'S SUBCONTRACTORS.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

I, _____, as Prime Contractor for

Project:

hereby make the following certification and acknowledgment with respect to the applicability of Davis-Bacon and Related Acts Requirements:

- 1) By entering into this Contract, I certify that I acknowledge that the above referenced project is federally funded and I am solely responsible for complying with the Davis-Bacon and Related Acts Requirements; and,
- 2) The Prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage applicable to their work classifications, as specified by the current and applicable Federal Wage Determination. If no Federal work classification appears to apply, prime contractor shall make written request to County to obtain applicable work classifications and wage rates prior to start of construction. When the same classification appears in both the Federal and State wage decisions, the higher wage must be paid for that classification. The Prime Contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and Related Acts Requirements.

Signature, Prime Contractor

Title (Owner or President)

Date

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient): _____

C/O: _____

DATE: _____

PROJECT NUMBER (If any): _____

Project Name: _____

1. The undersigned, having executed a Contract with the _____ for the construction of the above-identified project acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid Contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned Contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

- (1) A SINGLE PROPRIETORSHIP
- (2) A PARTNERSHIP
- (3) A CORPORATION ORGANIZED IN THE STATE OF: _____
- (4) OTHER ORGANIZATION (Describe)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Continued)

- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

- (d) The names and addresses of all other persons, both natural and corporate having a substantial interest in the undersigned, and the nature or the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

- (e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned as a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

DATE

BY: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever makes, passes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To: _____

c/o: _____

Date: _____

Project Number: _____

Project Name: _____

1. The undersigned, having executed a Contract with:

_____ for _____
Contractor Nature of Work

2. in the amount of \$_____ in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid Contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.60(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276-2(a)).

(c) No part of the aforementioned Contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

3. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten (10) days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report on or about _____
Date

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(2) A PARTNERSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF: _____

(4) OTHER ORGANIZATION (Describe)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(continued)

- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

- (d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(If none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

- (e) The names, addresses and trade classifications of all other building construction contractor in which the undersigned has a substantial interest are *(If none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)

By _____
(Signature)

(Typed Name and Title)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever makes, passes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both"

THE FOLLOWING DOCUMENTS ARE

EXAMPLES

CERTIFICATE OF OWNER'S ATTORNEY

We, the undersigned, _____ the duly authorized
and acting legal representative of _____ do hereby certify as
follows:

I have examined the attached Contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signed _____

Date _____

Record of Employee Interview

U.S. Department of Housing
and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 1/31/2000)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and review the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information is collected to ensure compliance with the Davis-Bacon Act by recording interviews with construction workers. The information collected will assist HUD in the conduct of labor standards investigations in case there were falsifying of payroll records in underpayment of wages. The information collection is voluntary.

Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

Project Number		Contractor or Subcontractor (Employer)		
Project Name				
1. Name of Employee		2. Home Address and Zip Code		
3a. Last date you worked on project before today	3b. Number of hours worked on project on that date	4. Your hourly pay rate \$		
5. Your job classification(s) (list all) (continue any answers on a separate sheet if necessary)		Apprentice?	Yes	No
6. Your duties				
7. Tools or equipment used				
8. Paid at lease time and one-half for all hours worked in excess of 40 in a week? (If overtime premium pay is not required, check "inapplicable")		Inapplicable	Yes	No
9. Ever threatened, intimidated, or coerced into giving up any part of pay?			Yes	No
10. Duties observed by Interviewer Conform to Classification?			Yes	No
11. Remarks (Continue on a separate sheet if needed)				
12. Signature of Interviewer			Date of interview	
Payroll Examination				
13. Remarks (Continue on a separate sheet if needed)				
14. Signature of Payroll Examiner			Date	

*Complete ONLY if Fringe Benefits are paid to plan or program and not directly to employee.

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

Classification/ Fringe Benefits Provided	Name, Address, and Telephone Number of Plan/Fund Program
1)	
Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	
2)	
Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	
3)	
Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	

OR: (Check if applicable)

_____ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

_____ by _____
(Contractor/Subcontractor) (Signature)

*Complete this form if person other than owner is signing certified payroll/compliance documentation.

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: _____

PROJECT NUMBER: _____

This is to certify that the principals and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance, which will accompany our weekly, certified payroll reports for this project:

Payroll Officer (Name)

Payroll Officer (Signature)

(Contractor/Subcontractor)

by _____
(Signature)

(Title)

(Date)

(Contractor/Subcontractor License No.)

(Date)

(Title)

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR AND PUBLIC
CONTRACT DIVISION

PAYROLL

(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

Form Approved.
Budget Bureau No 44-R1093

NAME OF CONTRACTOR OR SUBCONTRACTOR										ADDRESS															
PAYROLL NO.		FOR WEEK ENDING								PROJECT AND LOCATION					PROJECT OF CONTRACT NO.										
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF W/H EXEM	(3) WORK CLASSIFICATION	OT or ST	(4) DAY AND DATE								(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK				
															FICA	WITH- HOLDING TAX	SWT	SDI	OTHER	TOTAL DEDUC- TIONS					
				HOURS WORKED EACH DAY																					
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						
			O																						
			S																						

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs, or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half-time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

STATEMENT OF COMPLIANCE

Date _____

I, _____, _____, do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by (Contractor or Subcontractor) _____ on the (Project) _____, that during the payroll period commencing on the _____ day of _____, 2_____, and ending on the _____ day of _____, 2_____, all persons employed on said project have been paid the full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person; and (Contractor or Subcontractor) _____ that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic confirm with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	
Name and Title	Signature

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby and firmly bound unto _____
_____ as owner in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
_____.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first mentioned.

_____(L.S.)
Principal

By: _____

SEAL

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ a _____
hereinafter called "Principal" and _____
of _____, hereinafter called "Owner" in the penal sum of _____
_____ dollars (\$_____) in lawful money of these United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas, the Principal entered into a certain
contract with the Owner, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any default, then this obligation shall be void: otherwise, to remain in full force
and effect.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in anywise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____

(Address)

Witness as to Principal

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By: _____

Attorney-in-fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

FORM OF LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____ a _____ hereinafter called "Principal" and
_____ State of _____ hereinafter called the "Surety", are held
and firmly bound unto _____, hereinafter called "Owner", in the
penal sum of _____ dollars (\$____) in lawful money of these United
States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas, the principal entered into a certain
contract with the Owner, dated the _____ day of _____, 20____, a
copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the
work provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machines, equipment and
tools, consumed or used in connection with the construction of such work, and all insurance premiums
on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in anywise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or
addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____

(Address)

Witness as to Principal

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By: _____

Attorney-in-fact

(Address)

Witness as to Surety

(Address)