

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

BLINDNESS SUPPORT SERVICES

(The Blindness Support Services Roof Repair Project)

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and BLINDNESS SUPPORT SERVICES, a California non-profit corporation ("Subrecipient").

RECITALS

WHEREAS, the City has applied and been awarded grant funds from the United States Department of Housing and Urban Development ("HUD") for the City's fiscal year 2024-2025 Community Development Block Grant ("CDBG"), Catalog of Federal Domestic Assistance ("CFDA") No. 14.218, Program and will administer/monitor the distribution of said funds; and

WHEREAS, the Subrecipient has submitted its proposal to the City to receive funding from the City's fiscal year 2024-2025 Community Development Block Grant ("CDBG") Program, pursuant to the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Federal Accounting and Transparency Act of 2006 ("the Act") became effective on October 1, 2010, and requires all CDBG grant recipients to include specific provision in their grant agreements that are identified in paragraph 10.8 below; and

WHEREAS, Subrecipient agrees and understands that the Act requires additional reporting requirements, which includes providing information regarding the total compensation and names for the top five highest paid executives of its agency. Further, Subrecipient is referred to as the "Subcontractor" in Section 10.8 below; and

WHEREAS, following a public hearing, the City Council of the City has approved the allocation of Two Hundred Fifty Thousand Dollars (\$250,000.00) from its 2024-2025 Community Development Block Grant to enable the Subrecipient to repair the roof on its owned and occupied office facility, which was submitted by Subrecipient ("Grant funds").

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and the mutual benefits to be derived there from, the City and Subrecipient agree as follows:

1. **SCOPE OF SERVICES.** Subrecipient shall provide services under The Blindness Support Services Roof Repair Project, as more particularly described in **Exhibit "A"**, entitled Scope of Services ("Services"), and **Exhibit "B"** entitled Budget ("Budget") attached and incorporated by reference, in accordance with this Agreement.

2. **TERM.** The term of this Agreement shall be from July 1, 2024, to June 30, 2025. The Project Timeline is attached hereto as **Exhibit "E"** and incorporated herein by reference

3. **COMPENSATION/PAYMENT.** Subrecipient shall fully perform the Services to be provided under this Agreement for a total sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). Payment shall be made pursuant to the Budget and Section 9.6 of this Agreement. Invoices submitted by Subrecipient shall be delivered to City in accordance with Section 4.

4. **NOTICES.** Any notices, invoices or payments provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City

City of Riverside
Housing & Human Services
Department
Development Division
Attn: Project Coordinator/Grants Div.
3900 Main Street, 5th Floor
Riverside, CA 92522

Subrecipient

Blindness Support Services
Attn: Pete Benavidez
3696 Beatty Drive
Riverside, CA 9206

5. **AVAILABILITY OF FUNDS/AUTHORIZATION.** The City's allocation of funding to Subrecipient pursuant to this Agreement is contingent upon the availability to the City of CDBG funds and continued authorization for program activities by the United States Department of Housing and Urban Development ("HUD"), and is subject to amendment or termination due to lack of funds or authorization in accordance with Section 9.15. This Agreement is subject to written modification or termination as necessary by City in accordance with requirements of future CDBG amendments, regulations or City policy. In addition, this Agreement may be amended or terminated as provided in Sections 8.5 and 8.6 of this Agreement.

6. **EFFECTIVE DATE.** This Agreement, following its execution by City and Subrecipient, shall not become effective until such time as the City submits to Subrecipient written notice that the City has determined and verified to his/her reasonable satisfaction, in his/her sole discretion, that Subrecipient is an eligible Subrecipient ("Eligible Subrecipient") as defined in Title 24, Code of Federal Regulations section 570.204(c). Subrecipient represents and warrants that once recognized as an Eligible Subrecipient, it will take any and all necessary actions to remain an Eligible Subrecipient. Further, in this regard, in the event Subrecipient no longer qualifies as an Eligible Subrecipient, it shall forthwith notify City in writing of such lapse of qualification.

7. **COMPLIANCE.** By executing this Agreement, the Subrecipient hereby certifies that it will adhere to and comply with the same obligations to the City that the City has undertaken with HUD pursuant to its application and certifications for CDBG funds, including but not limited to the following, as they may be applicable to Subrecipient pursuant to the U.S. Housing and Community Development Act of 1974, as amended:

A. The Housing and Community Development Act of 1974, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987.

B. Regulations of the Department of Housing and Urban Development relating to CDBG (24 CFR 570, et seq.).

C. Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the CDBG program, except that Subrecipient does not assume City's environmental responsibilities.

D. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended; Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto; Section 3 of the Housing and Urban Development Act of 1968, as amended; Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60; Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.

E. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.

F. The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

H. The labor standard requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements.

I. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention control and abatement of water pollution.

J. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).

K. The regulations, policies, guidelines and requirements of 24 CFR Part 85 "Common Rule," OMB Circular Nos. A-87, A-21, A-110, A-122 and A-128 as they relate to the acceptance and use of federal funds under the federally-assisted program.

L. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 1821-4846), the Residential Lead-Based Paint Hazard Act of 1992 (42 U.S.C. § 4851-4956) and the regulations of 24 CFR Part 35; and safety regulations.

M. The Federal Accounting and transparency Act of 2006, P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252.

To the extent, and as may from time to time be required by HUD, copies of the foregoing Policies and Regulations are attached hereto as **Exhibit "C"**.

8. GENERAL CONDITIONS.

8.1. Subrecipient as Independent Contractor. In the performance of this Agreement, Subrecipient, and Subrecipient's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Subrecipient acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Subrecipient, or to Subrecipient's employees, subcontractors and agents. Subrecipient, as an independent contractor, shall be responsible for any and all taxes that apply to Subrecipient as an employer.

8.2. Indemnity. Except as to the sole negligence or willful misconduct of the City, Subrecipient shall defend, indemnify and hold the City, and its officers, employees and agents, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of or is in any way connected with the performance of work under this Agreement by Subrecipient or any of its employees, agents or subcontractors and from all claims by Subrecipient's employees, subcontractors and agents for compensation for services rendered to Subrecipient in the performance of this Agreement, notwithstanding that the City may have benefitted from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Subrecipient or of Subrecipient's employees, subcontractors or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit.

Subrecipient shall also defend, indemnify and hold City harmless from any loss, damage or attorneys' fees incurred because of any claim by any person or entity, including HUD, because Subrecipient has failed to meet any CDBG requirements.

The parties also expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

8.3. Insurance.

A. General Provisions. Prior to the City's execution of this Agreement, Subrecipient shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

B. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations under Section 8.2 hereof.

C. Ratings. Any insurance policy or coverage provided by Subrecipient or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

D. Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

E. Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Subrecipient pursuant to this Agreement are adequate to protect Subrecipient. If Subrecipient believes that any required insurance coverage is inadequate, Subrecipient will obtain such additional insurance coverage as Subrecipient deems adequate, at Subrecipient's sole expense.

F. Workers' Compensation Insurance: By executing this Agreement, Subrecipient represents that Subrecipient is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Subrecipient shall carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Subrecipient shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Subrecipient is self-insured for such coverage, or (2) a certified statement that Subrecipient has no employees, and acknowledging that if Subrecipient does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given at least ten (10) days prior written notice before modification or cancellation thereof.

G. Commercial General Liability. Prior to City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient. The City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's insurance policies.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

H. Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Subrecipient shall provide City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

I. Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those Subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

All Subrecipients that do not require the use of an automobile to meet program requirements in the Scope of Work must complete **Exhibit "G"** Certification Regarding Automobile Usage and Receipt of CDBG Funding from City of Riverside attached hereto and incorporated herein by reference.

Subrecipients that require the use of an automobile or must drive to meet program requirements in the Scope of Work must submit insurance certificates acceptable to the City that meet the following requirement(s):

Subrecipient's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles and hired vehicles. The City, and its officers, employees and agents, shall be named as additional insureds under the Subrecipient's automobile insurance policy.

8.4. **Recognition of City.** Subrecipient shall ensure recognition of the City in providing funding for the Services provided by this Agreement. All activities, facilities, items and publications utilized or made possible pursuant to this Agreement shall indicate the funding source.

for one fiscal year in the sole discretion of the City, at which time this Agreement shall automatically terminate. Extensions shall be requested in writing from the City at least sixty (60) days prior to the termination of the Agreement, unless the City, in its sole discretion agrees in writing to shorten the time in which an extension may be requested.

9. ADMINISTRATIVE REQUIREMENTS.

9.1. Revenue Disclosure Requirement. Revenue Disclosure Requirement. Subrecipient certifies that it has previously filed with the City a written statement listing all revenue received, or expected to be received, by Subrecipient from Federal, State, City, County, and from other governmental agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects, programs, or business activities, including, but not limited to the project, program, or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such project, program, or business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency to each such project, program, or business activity, and the full name and address of such governmental agency.

For those projects, programs, and business activities in which there are sources of funds from the private sector in addition to Grant funds, Subrecipient shall provide proof of such funding. City shall not pay for any services provided by Subrecipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting, apply to the total project, program, or business activity regardless of funding sources.

9.2. Use of Grant Funds. Except as otherwise limited by this Agreement, Grant funds shall be used exclusively to implement the project, program, business activity, and carry-out the Services. Grant funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities. All bank accounts for Subrecipient shall be non-interest bearing and Subrecipient agrees that it shall not use Grant funds to pay for entertainment, meals, or gifts.

9.3. Annual Budget. The Subrecipient hereby certifies and agrees that the Grant funds received shall be used exclusively as described in the Annual Budget, attached hereto as **Exhibit "B"** and incorporated herein by reference. Subrecipient shall not make expenditures that deviate from the Budget without prior written approval of the City. City may approve Budget modifications to this Agreement for the movement of funds within the budget categories when such modifications: (i) do not exceed \$10,000 per budget cost category; (ii) are specifically requested by City; (iii) do not alter the amount of compensation subject to or under this Agreement; (iv) will not change the project, program, or business activity goals or scope of services; (v) are in the best interests of City and Subrecipient in performing the scope of services under this Agreement; and (vi) are related to salaries, are in accordance with applicable salary ordinances or law.

9.4. Property and Equipment.

A. Non-Expendable Property or Equipment. Subrecipient shall maintain a record for each item of non-expendable property or equipment acquired for this project, program, or

8.5. **Amendment.** In addition to the City's right to modify pursuant to Section 5 of the Agreement, this Agreement may only be modified by written agreement between City and Subrecipient.

8.6. **Termination.** In addition to the City's right to terminate pursuant to Section 5 of this Agreement, this Agreement may be terminated at any time by either party upon giving thirty (30) day notice in writing to the other party. The terminating party or its designee is hereby empowered to give said notice, subject to ratification by the City Council. Further, the City may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in Grant funding for the Agreement activity. Further, and notwithstanding any other provision of this Agreement, if Subrecipient materially fails to comply with any term of this Agreement, or the award the subject of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or obligation, a notice of award, or elsewhere, the awarding agency or City may take any one or more of the following actions, as appropriate in the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the awarding agency.

B. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

C. Wholly or partly suspend or terminate the current award for the City's or Subrecipient's program.

D. Withhold further awards for the program.

E. Take other remedies that may be legally available.

Further, and notwithstanding any other provision of this Agreement, the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

8.7. **Costs Following Termination.** Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowable unless City expressly authorizes them in the Notice of Suspension or Termination or subsequently. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if (a) the costs resulted from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and (b) the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

8.8. **Extensions.** In the event the Grant funds are not fully expended on the termination date, this Agreement, and all of its terms and conditions, may be extended upon the written request of Subrecipient to the City, setting forth the reasons for such request and upon written consent of the City Manager or a designee, upon a determination that the extension is in the best interest of the City and Subrecipient in performing Services under this Agreement. This Agreement may be extended

business activity with Grant funds. This record shall be provided to City as well as being available for inspection and audit upon reasonable notice by the City at the request of City. Non-expendable property or equipment means tangible personal property having a useful life of more than one (1) year and acquisition cost which equals or exceeds the lesser of: (i) the capitalization level established by the organization for the financial statement purposes; or (ii) Five Thousand Dollars (\$5,000) or more per unit.

B. Approval. Subrecipient shall not purchase or agree to purchase non-expendable property and/or equipment without the prior written approval from the City. Upon completion or early termination of this Agreement, City reserves the right to determine the final disposition of said non-expendable property acquired for this project, program, or business activity and Grant funds in compliance with applicable laws and regulations. Said disposition may include, but is not limited to, City taking possession of said non-expendable property and/or equipment.

C. Expendable Personal Property. Expendable personal property refers to all tangible personal property other than non-expendable personal property. Subrecipient shall not purchase or agree to purchase expendable personal property with a unit value of Five Thousand Dollars (\$5,000) or more per unit without the prior written approval of the City.

D. Purchase or Lease of Non-Expendable Property or Equipment. Subrecipient shall obtain three documented bids prior to purchasing or leasing any non-expendable personal property or equipment over Five Thousand Dollars (\$5,000) in unit value as approved in the Budget. Subrecipient shall purchase or lease from the lowest responsive bidder. All equipment that has a purchase or lease price of over Five Thousand Dollars (\$5,000) in unit value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Subrecipient. This inventory shall be provided to City as well as being available for inspection and audit upon reasonable notice by the City at the request of City.

E. Acquisition of Supplies and Equipment. Following approval by City for necessary supplies and equipment for Agreement performance, Subrecipient may purchase from a related agency/organization only if: (i) prior authorization is obtained in writing from City; (ii) no more than charges for reimbursement costs are made and no less than minimum specifications are met as provided in writing by City; (iii) a community related benefit is derived from such Subrecipient or its employees, agents or officers.

F. Purchase and Invoice Deadlines. Purchase of equipment and property, other than supplies, shall be completed before the first day of the last three (3) months of the Agreement period and all equipment bills are to be paid before the first day of the last two (2) months of this period. No property or equipment, other than supplies, may be purchased during the final three (3) months of the Agreement. Subrecipient shall complete all purchases of supplies before the last two (2) months of the Agreement and shall pay all supply bills before the final month of the Agreement. Invoices, which have not been received by the City within thirty (30) days after the Agreement termination date, shall not be honored. Exceptions to these limitations require prior written approval by the City and the City.

9.5. Changes in Grant Allocation. City reserves the right to reduce the grant allocation when City's fiscal monitoring indicates that Subrecipient's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with Subrecipient. Such changes shall be incorporated into this Agreement by written amendments.

9.6. Costs and Method of Payment.

A. **Invoicing.** The City shall pay to the Subrecipient the Grant amount specified in Section 3 of this Agreement above on a reimbursable basis for all approved costs. The Subrecipient shall submit not more often than monthly to the authorized representatives of the City, a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with supporting documentation which specifically states how funds were expended. At City's discretion and in accordance with HUD regulations, said documentation may include, but will not be limited to, cancelled checks, invoices, receipts, payroll logs and employee time sheets.

B. **Reimbursement.** The City shall promptly review the monthly expenditure statement and supporting documentation and reimburse the Subrecipient for approved costs in accordance with its usual accounting procedures, but in no event later than thirty (30) days. The City may require additional information from Subrecipient as may be necessary and appropriate for the City to make its determination as to allowable costs.

9.7. Program Income. The term "program income" means any gross income received by the Subrecipient that is directly generated from the use of Grant funds (24 CFR § 570.500(a)). Program income includes, but is not limited to, the following: (i) proceeds from the disposition by sale or long-term lease of rental property purchased or improved with Grant funds; (ii) proceeds from the disposition of equipment purchased with Grant funds; (iii) gross income from the use or rental of real or personal property acquired with Grant funds, less the costs incidental to the generation of the income, pending the disposition or use for which the property was acquired; (iv) gross income from the use or rental of real property owned by Subrecipient that was constructed or improved with Grant funds, less the costs incidental to the generation of the income; (v) payments received of principal and interest on loans made with Grant funds; (vi) interest earned on Grant funds held in a revolving fund account; and (vii) interest earned on program income, pending the disposition of such program income.

As defined in 24 CFR § 570.500(a)(4)(i), program income does not include any income received in a single program year by City and Subrecipient if the total amount of such income does not exceed Twenty-five Thousand Dollars (\$25,000). When such income is generated by an activity that is only partially assisted with Grant funds, the program income shall be pro-rated to reflect the percentage of Grant funds actually used by Subrecipient. Subrecipient shall account for program income in accordance with the standards included in 24 CFR Part 84.24 and 24 CFR Part 500.

9.8. Recording of Program Income. Program income shall only be allowed under this Agreement, if previously approved by the City and evidenced in the Budget. If the Budget includes any of the aforementioned categories (Section 9.7) of program income or other categories defined in 24 CFR § 570.503(a), (b)(3) and (8), and § 570.504, Subrecipient shall record the receipt and

expenditure of program income, as defined above and in 24 CFR § 84 and 24 CFR § 570.500(a), as part of the permanent records of the financial transactions of the grant program.

9.9. Retention of Program Income. Program income received by Subrecipient, as approved in the Budget, may be retained by Subrecipient only if such income is treated as additional Grant funds to be used to continue providing Services. Furthermore, all other provisions of this Agreement shall apply to any services provided with program income. Program income must be used before drawing down additional grant funds from the City, except in the case of a revolving fund. In the case of program income in a revolving fund, the Subrecipient must use the program income for the activity for which the revolving fund was established, before drawing down additional Grant funds for the activity.

9.10. Reversion of Assets. Subrecipient hereby agrees to return all program income, as defined by 24 CFR § 570.500, which is on hand upon expiration of this Agreement, or which is received after the Agreement's expiration, to the City as required by § 570.503(b)(8) of said Title. Upon expiration of the Agreement, real property under Subrecipient's control acquired or improved in whole or in part with Grant funds (including Grant funds provided to the Subrecipient in the form of a loan) in excess of Twenty-five Thousand Dollars (\$25,000) shall be either: (i) used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or (ii) not used in accordance with 24 CFR § 570.208(b)(8)(i), in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-Grant funds for the acquisition of, or improvement to, the property. The payment is program income to the City. No payment is required after the period of time specified above.

9.11. Use of Real Property. Subrecipient hereby agrees to comply with 24 CFR § 570.505 governing the use of real property. For the purposes of this Agreement "real property" means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment. Said standards apply to real property within Subrecipient's control which was acquired or improved in whole or in part using Grant funds in excess of Twenty-five Thousand Dollars (\$25,000). These standards shall apply from the date Grant funds are first spent for the property until five years after the expiration of the Agreement under which the CDBG assistance was last provided to the Subrecipient for the property.

9.12. NEPA Compliance. Subrecipient agrees that when Grant funds in excess of Twenty-five Thousand Dollars (\$25,000) are used by Subrecipient to acquire real property or construct or add fixtures to a public facility Subrecipient will comply with the National Environment Policy Act of 1969, the California Environment Quality Act, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; California Government Code § 7260, et seq.

9.13. Change in Use. Subrecipient may not change the use or planned use of the property, including the beneficiaries of such use, from that for which the acquisition or improvement was made unless the City provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change. After the public comment period has taken place, the change of use must be approved in writing by City. The new use of the property must meet one of the three

broad national objectives of the CDBG Program: (i) principally benefit low and moderate income individuals and families; (ii) aid in the elimination and prevention of slums and blight; or (iii) address other community health and safety needs having a particular urgency. Additionally, the property shall not serve as a building for the general conduct of government in its projected new use.

9.14. Disposition of Real Property. Real property may be disposed of in the following manner, only after City has provided affected citizens with reasonable notice, and after receiving prior written approval from City that the property is no longer needed for a use which meets one of the aforementioned three national objectives of the CDBG Program:

A. Title to the real property shall vest in Subrecipient subject to the condition that the Subrecipient shall use the real property for the authorized purpose of the project, program, or business activity as long as it is needed, and shall not encumber the property without approval of the City;

B. While held by Subrecipient, the real property or the facility constructed or receiving the added fixtures is to be used exclusively for the purposes for which acquisition, construction or improvement was originally approved;

C. Written approval from the City must be secured if the property or facility is to be put to an alternative use that is consistent with federal regulations governing Grant funds;

D. Should the real property or the improved or constructed facility be used, during the term set forth in paragraphs 23(a)(i) and 24 of this Agreement, for a purpose not consistent with applicable federal regulations governing Grant funds or should Subrecipient desire to sell the real property or facility, then:

- (1) If Subrecipient retains title, it will have to reimburse either City Government an amount that represents the percentage of current fair market value that is identical to the percentage that Grant funds comprised moneys paid to initially acquire the property or construct or add fixtures to the facility; or
- (2) If Subrecipient sells the property or facility or is required to sell or otherwise convey the property or facility, Subrecipient is to reimburse either the City an amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that Grant funds comprised moneys paid to initially acquire the property or construct or improve the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

E. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 24 CFR § 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.

F. Following the reimbursement the CDBG Program in accordance with 24 CFR § 570.505(b), the property no longer will be subject to any CDBG requirements.

9.15. **Fiscal Limitations.** The United States of America through HUD may in the future place programmatic or fiscal limitation(s) on Grant funds not presently anticipated. Accordingly, City reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, City may reduce the budget of this Agreement as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend funds, and may restrict Subrecipient's use of both its uncommitted and its unspent funds. Where HUD has directed or requested City to implement a reduction in funding, with respect to funding for this Agreement, the City's designee may act for City in implementing and effecting such a reduction and in revising the Agreement for such purpose. City may suspend the operation of this Agreement for up to sixty (60) days, upon three (3) days written notice to Subrecipient of his/her intention to so act. In no event, however, shall any revision made by City affect expenditures and legally binding commitments made by Subrecipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9.16. **Program Records.** The Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with the requirements of the Housing and Community Development Act and its regulations and specifically shall prepare and maintain the following records and reports to assist the City in maintaining its record keeping requirements:

A. Records:

- (1) Documentation of the income level as defined by the HUD Guidelines set forth on the Compliance Report (copy of report form attached hereto as **Exhibit "C"** of persons and/or families participating in or benefiting by the Subrecipient's project, program, or business activity).
- (2) Documentation of the number of persons and/or families participating in or benefiting by the Subrecipient's project, program, or business activity.
- (3) Documentation of all Grant funds received from the City or other funds to operate the project, program, or business activity herein by Subrecipient.
- (4) Documentation of expenses as identified in the Subrecipient's Annual Program Budget.
- (5) Any other related records as City shall require from time to time.

B. Reports:

- (1) Payment Request form.
- (2) Quarterly reports to the City of Riverside as shown on the attached Quarterly Compliance Report commencing July 1, of the Program Year and ending June 30, of the Program Year (a copy of the report form and schedule of deadlines are attached hereto as **Exhibit "C"**).
- (3) Any such other reports, as City shall reasonably require. Failure to provide such reports may result in the Subrecipient jeopardizing said Grant funds as provided herein.

9.17. **Performance Monitoring.** The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

9.18. **Accounting Standards.** The Subrecipient shall administer its project, program, or business activity in conformance with OMB Circular 1-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain source documentation for all costs incurred.

9.19. **Cost Principles.** The Subrecipient shall administer its project, program, or business activity in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable.

9.20. **Audits.**

A. **Records.** The Subrecipient's records shall be open to inspection and audit by the authorized representatives of the City, the Department of U.S. Housing and Urban Development and the Comptroller General during regular working hours. Said records shall be retained for such time as may be required by the regulations of the Housing and Community Development Act, but in no case for less than five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which City or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims or exceptions.

B. **External Audits.** If required by the U.S. Department of Housing and Urban Development, Subrecipient shall obtain an external audit in accordance with the single audit regulations (24 CFR Part 44.6). The audit report shall be submitted to the City within 180 days after the termination of this Agreement. Subrecipients which receive less than \$750,000 in total federal financial assistance annually, shall be monitored through site visits, limited scope audits, or other means in accordance with 31 U.S.C. 7502(f)(2)(B). The cost of any independent audits or attestation engagements, other than limited scope audits shall not be charged to the Federal awards in

accordance with OMB Circular A-133 Compliance Supplement (for governmental entities and non-profit subrecipients) and 31 U.S.C. 7505(b)(1)(A)(ii). Subrecipients which receive \$750,000 or more in total federal financial assistance in a year are required to obtain an independent audit in accordance with OMB Circular A-133 Compliance Supplement (for governmental entities and non-profit subrecipients) and 31 U.S.C. 7502(a)(1)(A).

9.21. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in **Exhibit "D"** attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to Agency approval.

10. **MISCELLANEOUS PROVISIONS.**

10.1. **Nondiscrimination.** Subrecipient shall maintain and operate all facilities and deliver services to the community and program participants in a manner, which is non-discriminatory.

10.2. **National Origin and Race.** Subrecipient shall abide by § 570.601 and § 570.912 of the Code of Federal Regulations at Title 24 which requires that no person in the United States shall on the ground of religion, race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Block Grant Development funds.

10.3. **Sexual Orientation and AIDS.** Subrecipient further agrees not to discriminate on the grounds of sexual orientation or disability, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, gender, gender identity, or gender expression.

10.4. **Disabilities.** Pursuant to the Americans with Disabilities Act and specifically, 42 USC § 12132, Subrecipient acknowledges and agrees that in the performance of the Grant, no qualified individual shall, by reason of a disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City or Subrecipient or be subjected to discrimination by the City or Subrecipient.

10.5. **Conflict of Interest.** Subrecipient and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the CDBG regulations prohibiting conflicts of interest contained in 24 CFR § 570.611. Subrecipient understands and agrees that no waiver or exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR § 570.611(d). Any request by Subrecipient for an exception shall first be reviewed by City to determine whether such request is appropriate for submission to HUD. In determining whether such request is appropriate for submission to HUD, City will consider the factors listed in 24 CFR § 570.611(e).

Prior to any funding under this Agreement, Subrecipient shall provide City with a list of all employees and their job titles, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. Subrecipient shall also promptly disclose to City any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Agreement. Any violation of this section shall be deemed a material breach of this Agreement, and the City shall immediately terminate the Agreement.

10.6. Religious Proselytizing or Political Activities. Subrecipient agrees that it will abide by the requirements set forth in 24 CFR 570.200 subsection (j); and as such Subrecipient agrees that, in connection with such public services:

A. It will not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services. If such activities are conducted, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services; and

B. It shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief; and

C. It may not use CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.

10.7. Lobbying. The Subrecipient certifies to the best of its knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

10.8. Reporting Executive Compensation and First-Tier Subcontract Awards.

A. Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

B. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

C. (1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

- (a) Unique Entity Identifier (UEI) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.

- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.
- (n) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <https://federalcontractorregistry.com/>, if:

- (a) In the Contractor's preceding fiscal year, the Contractor received:
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements.
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements.
- (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrc.gov>, if:

- (a) In the subcontractor's preceding fiscal year, the subcontractor received:
 - (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements.

(ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements.

(b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

D. (1) If the Contractor in the previous tax year had gross income, from all sources, under \$750,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$750,000, the Contractor does not need to report awards to that subcontractor.

E. Phase-in of reporting of subcontracts of \$25,000 or more:

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

10.9 Registration. Subrecipient agrees to maintain a current registration in the federal central contractor registration ("CCR") database (<https://federalcontractorregistry.com/>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this MOU. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://DNB.com>) is required for registration in the CCR. Subrecipient shall also complete and sign the attached **Exhibit "F"** in conjunction with its execution of this Agreement and provide any supporting documentation if required.

11. Buy America Preference (BAP): If applicable, the Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial

Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Budget
- Exhibit "C" - Policies and Regulations
- Exhibit "D" - Key Personnel
- Exhibit "E" - Project Timeline
- Exhibit "F" - Federal Funding Accountability and Transparency Act (FFATA)
- Exhibit "G" - Certification Regarding Automobile Usage (If applicable)

(Signatures on Following Page)

IN WITNESS WHEREOF, City and Subrecipient have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
Charter city and municipal corporation

BLINDNESS SUPPORT SERVICES,
a California non-profit corporation

By: _____
Name:
Title:

Date: _____

Attest: _____
City Clerk

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

Date: _____

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy
Sean B. Murphy
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Blindness Support Services, Inc.

The Blindness Support Services Roof Repair project

Funding awarded in the amount of **\$250,000** will be utilized for planning, construction, inspection, contract administration, and other related costs, as described in the Scope of Work below.

SCOPE OF WORK

The proposed CDBG Blindness Support Services Roof Repair project is intended to secure \$250,000 in Community Development Block Grant funds to enable the organization to repair roof on its owned and occupied office facility.

LOCATION: The location in which the work will be performed is 3696 Beatty Drive, Riverside California, 92506.

EXHIBIT "B"

BUDGET

Blindness Support Services, INC

The Blindness Support Services Roof Repair project

BUDGET: \$250,000

Construction Cost:	\$199,703.00
Design, Administration, & Inspection:	\$50,297
Total Project Cost:	\$ 250,000

EXPECTED FUNDING SOURCES:

CDBG Funds:	\$250,000
Local Funds:	\$ 0
Total Project Cost:	\$ 250,000

EXHIBIT C

CDBG ATTACHMENTS

- **C-1: SPECIAL EQUAL OPPORTUNITY PROVISIONS**
- **C-2: FEDERAL LABOR STANDARDS PROVISIONS**
- **C-3: SPECIAL CONDITIONS PERTAINING TO HAZARDS
SAFETY STANDARDS AND ACCIDENT PREVENTION**
- **C-4: SAMPLE- SITE SIGN FOR HUD CDBG FUNDED PROJECTS**
- **C-5: PROJECT AREA TRAINEES, EMPLOYEES AND BUSINESSES**
- **C-6: NOTICE TO ALL EMPLOYEES REGARDING WAGE RATES
(NOTICES IN SPANISH AND ENGLISH)**
- **C-7: DOL PAYROLL AND CERTIFICATION – FORM WH-347
(1 page, front and back; or 2 pages, one sided)**
- **C-8: FEDERAL (DAVIS BACON) WAGE DECISION**

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts of \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for Employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. 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 without regard to race, color, religion, sex, or national origin.
- c. 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 to the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, 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, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless excepted 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 Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice or Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts, subcontracts exceeding \$10,000)

- a. The Offertory's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation (See Vol. 45, No. 194,
Federal Register, pages 65976-65991, 10/3/80)

Goals for female participation (6.9%, See Vol. 45, No. 251,
Federal Register, pages 85750-85751, 12/3/80)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.d (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - d. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (Insert description of the geographical areas where the contract is to be performed, giving the State, County, and City, if any).
3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- a. As used in these specifications:
 - (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

"Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (2) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (3) "Minority" includes:
 - (4)
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or Origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in Any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan native (all persons having Origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identifications).

- b. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
4. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations of all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades, which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
5. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
6. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

7. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
8. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee program relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meeting, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to school with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignment and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplier, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
9. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.

10. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
11. The Contractor shall not use the goals and timetables or affirmative actions standards to discriminate against any person because of race, color, religion, sex, or national origin.
12. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
13. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement Specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
15. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
16. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, Offertory, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, Offertory, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise (parking lots, drinking fountains, recreation or entertainment areas). He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1974

Under Title VI of the Civil Rights Act of 1974, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under the State CDBG program which provides Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' 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.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns.
Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.

G. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

H. Section 504 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers

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: 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 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.
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. 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.
5. 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.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each 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.

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Federal Labor Standards Provisions

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

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, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate 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 5.5(a)(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 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 therefor 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 within 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)(ii)(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 the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, 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 Act contracts.

3. (1) 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. 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 1(b)(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 5.6 (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.)

(1) (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 5.6(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.6 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.6(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 paid the full weekly wages earned, without rebate, either directly or 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) 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 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 29 CFR Part 5 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 subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.6 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 24 CFR 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 24 CFR 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 or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(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 therefor 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 the standard workweek of 40 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 contract, 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. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(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 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). 40 USC 3701 et seq.

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

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to all HUD Lead-Based Paint regulations including The Lead-Based Paint Poisoning Prevention Act of 1971, The Residential Lead-Based paint Hazard Reduction Act of 1992, and 24 CFR Part 35 "Requirements for Notification, Evaluation and Reduction of Lead-Based paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance", effective September 15, 2000. In particular, but not limited to, the Consultant shall comply with the provisions for the notifications, evaluations, reductions, and abatement of lead-base hazards under Subpart J of said regulation pertaining to rehabilitation.

B. Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Consultant shall observe all local, state and Federal laws in purchasing and handling explosives. The Consultant shall take all necessary precaution to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable, timber, steel or rope mats.

The Consultant shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property.

Any supervision or direction of use of explosives by the Engineer does not in any reduce the responsibility of the Consultant or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Consultant shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Consultant fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Consultant. Such action by the Owner does not relieve the Consultant of any liability incurred under these specifications or contract.

INVESTING IN OUR FUTURE



City of Arts & Innovation

SIDEWALK IMPROVEMENTS BARCELONA WAY and CAPISTRANTO WAY

- HUD FUNDED PROJECT
- WARD 3
- CONSTRUCTION: JANUARY 2019 to MARCH 2019

Funded by: U.S. Department of Housing and Urban Development • Community Development Block Grant Program

Equal Opportunity - Affirmative Action Employer • Executive Order 11246 and Section 3 Housing and Urban Development Act of 1968

WARD 3 PROJECT
RONALDO FIERRO
COUNCILMEMBER

MAYOR

RUSTY BAILEY

COUNCIL MEMBERS

ERIN EDWARDS

ANDY MELENDREZ

RONALDO FIERRO

CHUCK CONDER

GABY PLASCENIA

JIM PERRY

STEVE HEMENWAY

CITY MANAGER

SCOTT BARBER

PROJECT AREA TRAINEES, EMPLOYEES AND BUSINESSES

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 and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Housing and Urban Development 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.

The Contractor shall send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of Contractor's commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.

Contractor shall include this Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Contractor shall not subcontract with any subcontractor where Contractor has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided Contractor with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Housing and Urban Development 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 City, its successors, and assigns. Failure to fulfill these requirements shall subject the City, its successors and assigns, and Contractor and Contractor's subcontractors, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

NOTE: The project area is defined as the city limits of the City of Riverside, California.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-467-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WHD-21 REV 10/12

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

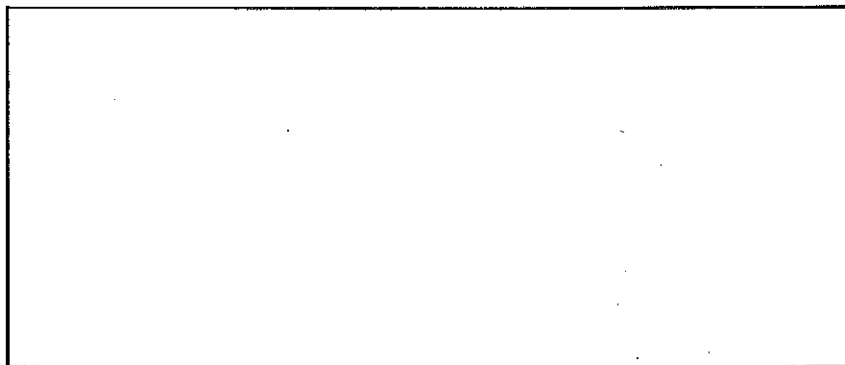
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:



o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-497-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1221 OPA REV 10/17

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

[illegible]

OMB No.: 1235-0008
Expires: 07/31/2024

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION

FOR WEEK ENDING

PAYROLL NO.

[illegible]

*Attile completion of Form WH-347 is optional. It is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.5, 5.5(g). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(g)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

[over]

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ day of _____, and ending the _____ day of _____, that during the payroll period commencing on the _____ (Building or Work) _____ from the full weekly wages earned by any person and 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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3146), and described below:

_____ (Contractor or Subcontractor)

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

(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 conform with the work he 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

EXCEPTION (CRAFT)	EXPLANATION

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 3728 OF TITLE 51 OF THE UNITED STATES CODE.	

Federal (Davis Bacon) Wage Decision

The most current Federal Wage Decision in effect 10 days prior to the bid opening date must be appended to the Bid Specification and Contract.

The most current Federal Wage Decision in effect 10 days prior to the bid opening date must be appended to the Bid Specification and Contract

Federal (Davis Bacon) Wage Decision

EXHIBIT C-8

EXHIBIT "D"

KEY PERSONNEL

Blindness Support Services, Inc.

The Blindness Support Services Roof Repair project

1.	Pete Benavidez, President & CEO
2.	Robin Unruh, Administrative Service Manager
3.	Salvador Novella, Maintenance
4.	Pamela Nelson, Certified Public Accountant
5.	Martha Naranjo, Project Coordinator

EXHIBIT "E"

PROJECT TIMELINE

Blindness Support Services, Inc.

The Blindness Support Services Roof Repair project

ACTIVITY	DUE DATE
Project Planning/Exhibits Submittal	
Notice of Public Comment	November 7 – December 10, 2024
City Council approval	December 10, 2024
Executed Agreement	December, 2024
NEPA Review Completed	December, 2024
Construction Begins	January 2025
Construction Completion	February, 2025
Final Payment to Contractor	February, 2025

EXHIBIT "F"

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA or "Transparency Act") was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each sub-award(s) greater than \$30,000:

- Name of the entity receiving the award;
- Amount of the award;
- NAICS code for contracts / CFDA program number for grants;
- Information on the award including purpose of the funding action;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier (DUNS #) of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity;

OR, the requirement will also apply if an entity, in the preceding fiscal year, received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

THE TRANSPARENCY ACT REQUIRES THAT ANY FEDERAL AWARD OR SUB-AWARD RECIPIENT, FOR AN AMOUNT GREATER THAN \$30,000, IS REQUIRED TO PROVIDE THE INFORMATION SET FORTH IN THE (ABOVE) BULLET LIST. ACCORDINGLY, PLEASE COMPLETE THE FOLLOWING:

I, _____, hereby agree that:

I read and understand the information provided above.

I acknowledge and agree that:
(Please check one of the following)

_____ (agency name) does not meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ (agency name) does meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST complete the section below identifying the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

	Names of Executive	Total Compensation
1.		
2.		
3.		
4.		
5.		

Signature of President/Executive Director/Board Chair

Date

Printed Name of of President/Executive Director/Board Chair

Rev: 01/26/18

EXHIBIT "G"

CERTIFICATION REGARDING AUTOMOBILE USAGE (IF APPLICABLE)

Rev: 01/26/18

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