

**MEMORANDUM OF UNDERSTANDING
(\$110,000)**

Between

**Department of Housing and Community
Development**

and

Department of Public Works



Isla Vista Streetlight Retrofit Project

Community Development Block Grant

Catalog of Federal Domestic Assistance Number 14.218

Memorandum of Understanding
For
Isla Vista Streetlight Retrofit Project

This Memorandum of Understanding (MOU) is entered into on July 1, 2013, by and between County of Santa Barbara Public Works Department (hereinafter "Public Works"); and County of Santa Barbara Department of Housing and Community Development (hereinafter "HCD"). This MOU is a nonbinding statement of intent between the parties regarding staffing and administrative activities. It confers no legal obligations or rights upon the parties and is not a contract for any purposes, including those of federal contract requirements.

Recitals

Whereas

1. The County of Santa Barbara ("County") has received funds from the United States Department of Housing and Urban Development ("HUD") under the Community Development Block Grant program, hereafter referred to as CDBG, under Title I of the Housing and Community Development Act of 1974, as amended, for the purpose of supporting community development activities that benefit low and moderate-income persons; and
2. On May 7, 2013, the County Board of Supervisors adopted and approved submittal to HUD of the Santa Barbara County CDBG Urban County 2013-2014 Action Plan which reserved CDBG funding in the amount of One Hundred Ten Thousand Dollars (\$110,000), for Isla Vista Streetlight Retrofit Project ("Project") located in the unincorporated area of Isla Vista in Supervisorial District 3; and
3. HUD has accepted and certified the 2013-2014 Action Plan and has notified County HCD that CDBG funds will be provided for the Project under Catalog of Federal Domestic Assistance (CFDA) Number 14.218; and
4. The Project is governed by, and HCD and Public Works shall comply with, the requirements of Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.), section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), and the HUD regulations at 24 CFR part 570 (all as may be amended from time to time); and
5. HCD administers the CDBG Program on behalf of the County; and

6. Public Works has expertise in the areas of community and public facilities capital project planning and construction oversight and has agreed to oversee the Project; and
7. Both Public Works and HCD will mutually benefit by cooperatively working to undertake the Project; and
8. This MOU does not obligate the County to proceed with the Project or take any specific action regarding the Project; and
9. Environmental review under both the California Environmental Quality Act ("CEQA") and under the National Environmental Policy Act ("NEPA") has been completed for the Project.

NOW, THEREFORE, IT IS AGREED:

1. Scope of Work

The Project involves replacing up to eighty-three (83) existing Southern California Edison (SCE) High Pressure Sodium Vapor (HPSV) streetlight fixtures with brighter, energy efficient light-emitting diode (LED) fixtures and shall consist of the following in accordance with the project budget and detailed scope of work ("Project Budget"), attached hereto as Exhibit A:

- Architect and Engineering Services
- Eligible Energy Improvements
- Construction labor and materials

2. Services to be Performed by Public Works:

In accordance with the Master Street Lighting Agreement entered into on the 21st day of September 1981, by and between the County of Santa Barbara and Southern California Edison Company (SCE), designating the County of Santa Barbara as a County Service Area and Highway Lighting District on the "List of County Service Areas, Highway Lighting Districts, and Contract Specifications", the County agrees that all poles, wires, fixtures, lamps and other lighting appliances, supplied and used by SCE in furnishing electric energy service to County will remain at all times the property of SCE. Thus, all work performed to those named light components and/or appliances will be at the County's expense but exclusively completed by SCE.

- a. Provide bid packet, purchase/work order or similar binding document to HCD two weeks prior to release to SCE for review and written approval of CDBG Program regulatory compliance.

- b. Provide HCD with written confirmation that SCE's practices soliciting Disadvantaged, Minority and Women Business, Section 3 Business Concerns (attached as Exhibit B), and compliance with all applicable CDBG requirements have been met.
- c. Contract administration necessary for the tasks set forth in the Project Scope of Work in compliance with specific CDBG regulations including those Federal Terms and Conditions attached in Exhibit C, as applicable.
- d. Acquisition and execution of any and all permits necessary for the completion of the Project.
- e. Compliance with, enforcement of, and retention of records and documentation associated with all applicable federal and state labor standard requirements, including the addition of the Federal Labor Standards Provisions (attached as Exhibit D) in all subcontracts, Project certified payrolls, and interviewing of contracted employees.
- f. Project management and oversight for the Project.
- g. Prepare and staff any necessary Board Agenda Letters and/or other reports and documentation for work to be done under this MOU.
- h. ~~Submit, by the tenth of every month,~~ a payment request form including sufficient supporting documentation, invoices, and project budget spreadsheet to HCD showing construction costs and itemized soft costs. Include a narrative describing project accomplishments/milestones.

3. Assistance to be Provided by HCD:

- a. Provide federal contracting requirements to Public Works for the procurement of contractor(s) for the Project to ensure compliance with applicable federal procurement practices, including Minority and Women Business Enterprise (MBE/WBE) and Section 3.
- b. Provide consultation to Public Works regarding federal Davis Bacon labor standards requirements.
- c. Distribute funding through cost reimbursement for the work set forth in Section 1, Scope of Work, for CDBG eligible costs consistent with the Project Budget.
- d. Cooperate with and provide technical assistance and guidance to Public Works as necessary to complete the tasks set forth in the Scope of Work related to CDBG regulations and requirements.

4. Financial Arrangements:

- a. It is understood by the parties hereto that the funds being used for the purposes of this Agreement are provided to HCD by HUD pursuant to the provisions of the CDBG Program. Notwithstanding any other provision of this Agreement, the maximum amount of CDBG funds provided pursuant to this Agreement shall not exceed One Hundred Ten Thousand Dollars (\$110,000).
- b. HCD will fund Project on a cost reimbursement basis.
- c. HCD will provide cost reimbursements for activities set forth in Section 1 of this Agreement upon submission of invoices to HCD in the Expenditure Summary and Payment Request form ("ESPR") (attached as Exhibit E), including substantiating documentation detailing eligible expenditures for work performed as consistent with Section 1 Scope of Work and the Project Budget. Reimbursement shall only be provided for activities that are listed in Section 1 Scope of Work and are eligible for payment under the provisions of the CDBG Program.
- d. Activities set forth in Section 1 of this Agreement correspond with amounts specified in the Project Budget. Any changes to the activities and/or the amounts to be reimbursed through this Agreement must be approved in writing by HCD prior to reimbursement.
- e. No greater than 6% of the total Project expenditures, or Six Thousand Six Hundred Dollars (\$6,600), whichever is lower, shall be utilized by Public Works for Project management and oversight.

5. Termination of MOU:

Either Public Works or HCD may terminate this MOU with 30 days advance written notice to the other party. Upon termination all work shall cease and HCD shall pay for any eligible work that has been completed prior to termination.

6. Term of this MOU:

The term of this MOU will commence upon execution and end upon completion of the Project but in no event shall the Project be completed later than June 30, 2014.

7. Time of Essence:

Time is of essence in the performance of this MOU.

8. Ownership / Retention of Documents and Copies:

Public Works shall retain one official original of all major documents created under this MOU. Public Works shall provide HCD a copy of each document by regular mail or email attachment necessary for CDBG Program regulatory compliance documentation.

9. No Third Party Beneficiaries:

There are no third party beneficiaries under this MOU.

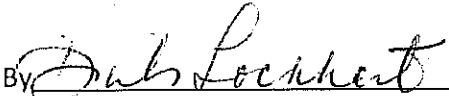
10. Captions:

The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

IN WITNESS WHEREOF, the parties have entered into this MOU on the date appearing below.

COUNTY OF SANTA BARBARA
DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

Dated: 6-13-13

By 
Dinah Lockhart, Deputy Director

COUNTY OF SANTA BARBARA
PUBLIC WORKS DEPARTMENT

Dated: 6-13-13

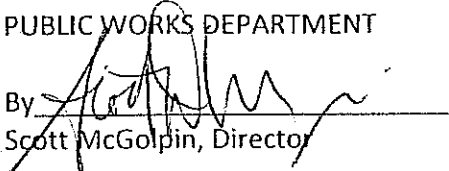
By 
Scott McGolpin, Director

EXHIBIT A

PROJECT BUDGET CDBG Capital Improvement Projects

Cost Categories	County CDBG	Fund Source	Fund Source	Total Cost
Project management and oversight	\$6,000			\$6,000
Project engineering	\$8,000			\$8,000
SCE contract work	\$96,000			\$96,000
TOTAL	\$110,000			\$110,000

Detailed Scope of Work: The following two (2) pages list the specific facilities in the Project scope. The column labeled CENSUS TRACT (CDBG) identifies the census tract associated with each streetlight.

A	D	E	F	G	H	I	J	K	U	V
	Census Tract (CDBG)	Unk	Sub-Junit	County ID Number	Edison Structure Number	Main Street	Nearest Cross Street	Location Description	Existing Wattage	Replacement LED
1	29.02	A	1	1122	1413488E	CAMINO PESCADERO	DEL PLAYA DR	CAMINO PESCADERO W/S 170' S/O DEL PLAYA	70	43
2	29.02	A	1	1004	1133752E	CAMINO PESCADERO	SABADO TARDE	CAMINO PESCADERO E/S 100' S/O SABADO TARDE	70	130
3	29.12	A	1	1089	1345786E	CAMINO PESCADERO	TRIGO RD	CAMINO PESCADERO E/S 125' S/O TRIGO AV	70	130
4	29.12	A	1	1125	1413482E	DEL PLAYA DR	CAMINO CORTO	CAMINO PESCADERO E/S 125' S/O TRIGO AV	70	130
5	29.12	A	1	1103	4041701E	DEL PLAYA DR	CAMINO CORTO	DEL PLAYA DR S/S 100'E/O CAMINO CORTO	70	130
6	29.12	A	1	1304	518914Y	DEL PLAYA DR	CAMINO CORTO	DEL PLAYA DR S/S 100'E/O CAMINO CORTO	70	130
7	29.12	A	1	1035	1217384E	DEL PLAYA DR	CAMINO CORTO	DEL PLAYA DR S/S 195' E/O CAMINO CORTO	70	130
8	29.12	A	1	1150	1661666E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 610' W/O CAMINO DEL SUR	70	130
9	29.02	A	1	1192	4424049E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 400' W/O CAMINO DEL SUR	70	130
10	29.02	A	1	1301	518911Y	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 151' W/O CAMINO DEL SUR	70	130
11	29.02	A	1	1302	518912Y	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 250' W/O CAMINO DEL SUR	70	130
12	29.02	A	1	1303	518913Y	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 500' W/O CAMINO DEL SUR	70	130
13	29.02	A	1	1063	1285939E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 750' W/O CAMINO DEL SUR	70	130
14	29.02	A	1	1064	1285939E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 50'E/O CAMINO DEL SUR	70	130
15	29.02	A	1	1065	1285942E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 245' E/O CAMINO DEL SUR	70	130
16	29.02	A	1	1159	1828772E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 800'E/O CAMINO DEL SUR	70	130
17	29.12	A	1	1162	1829171E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 375'E/O CAMINO DEL SUR	70	130
18	29.12	A	1	1168	4563256E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 400'E/O CAMINO DEL SUR	70	130
19	29.12	A	1	1300	518909Y	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S 616' E/O CAMINO DEL SUR	70	130
20	29.12	A	1	1072	1108561E	DEL PLAYA DR	CAMINO PESCADERO	DEL PLAYA DR S/S 175'E/O CAMINO DEL SUR	70	130
21	29.12	A	1	1072	1108561E	DEL PLAYA DR	CAMINO PESCADERO	DEL PLAYA DR S/S 175'E/O CAMINO DEL SUR	70	130
22	29.12	A	1	1126	1413493E	DEL PLAYA DR	ESCONDIDO PASS	DEL PLAYA DR S/S 195' W/O CAMINO PESCADERO RD	70	130
23	29.02	A	1	1073	1345340E	CAMINO DEL SUR	SABADO TARDE	ESCONDIDO PASS E/S 180' S/O DEL PLAYA	70	43
24	29.12	A	1	1088	1345330E	CAMINO DEL SUR	TRIGO	CAMINO DEL SUR W/S 650' SABADO TARDE	100	130
25	29.02	A	1	1088	1345787E	CAMINO PESCADERO	SABADO TARDE	CAMINO DEL SUR W/S 650' SABADO TARDE	100	130
26	29.12	A	1	1088	1345787E	CAMINO PESCADERO	TRIGO RD	CAMINO PESCADERO E/S 150' TRIGO RD	100	130
27	29.12	A	1	1088	1345787E	CAMINO PESCADERO	TRIGO RD	CAMINO PESCADERO E/S 150' TRIGO RD	100	130
28	29.12	A	1	1211	4860256E	DEL PLAYA DR	CAMINO DEL SUR	DEL PLAYA DR S/S C/O CAMINO DEL SUR	100	130
29	29.11	A	1	1157	1675588E	DEL PLAYA DR	CAMINO PESCADERO	DEL PLAYA DR S/S 75' W/O CAMINO PESCADERO	100	130
30	29.11	A	1	1190	4371720E	DEL PLAYA DR	CAMINO PESCADERO	DEL PLAYA DR S/S 5'E/O EXT O CAMINO PESCADERO	100	130
31	29.11	A	1	1140	1524502E	DEL PLAYA DR	EL EMBARCADERO	DEL PLAYA DR S/S 228' W/O W/O EL EMBARCADERO	100	130
32	29.11	A	1	1371	1524520E	DEL PLAYA DR	EL EMBARCADERO	DEL PLAYA DR S/S 375' W/O OF EL EMBARCADERO	100	130
33	29.11	A	1	1413	1524521E	DEL PLAYA DR	EL EMBARCADERO	DEL PLAYA DR S/S 588' W/O EL EMBARCADERO	100	130
34	29.11	A	1	1191	4475672E	DEL PLAYA DR	EL EMBARCADERO	DEL PLAYA DR S/S 452' W/O W/O EL EMBARCADERO	100	130
35	29.02	A	1	1357	6776972	CAMINO CORTO	DEL PLAYA DR	Corner of Camino Corto and Del Playa E/S	100	130
36	29.02	A	1	1001	1081870E	CAMINO CORTO	SUENO RD	CAMINO CORTO E/S 165' N/O SUENO RD	70	130
37	29.02	A	1	1071	1345339E	CAMINO CORTO	FORTUNA	CAMINO CORTO N/O C/O FORTUNA RD	100	130
38	29.02	A	1	1030	1217191E	CAMINO CORTO	PASADO RD	DEL NORTE DR PLN 1090' W/O GLEN ANNIE RD	100	130
39	29.02	A	1	1280	644940E	DEL PLAYA DR	CAMINO CORTO	DEL PLAYA DR S/W G/O CAMINO CORTO	100	130
40	29.02	A	1	1069	1345339E	SABADO TARDE RD	CAMINO CORTO	SABADO TARDE RD S/S 2'E/O CAMINO CORTO	100	130
41	29.02	A	1	1069	1345339E	TRIGO RD	CAMINO CORTO	TRIGO RD S/S 10'E/O CAMINO CORTO	100	130
42	29.02	A	1	1070	1345339E	TRIGO RD	CAMINO CORTO	SABADO TARDE RD S/S 2'E/O CAMINO CORTO	100	130
43	29.11	A	1	1171	2320724E	EMBARCADERO DEL MAR	SEVILLA RD	EMBARCADERO DEL MAR W/S 20' N/O TRIGO	100	130
44	29.11	A	1	1172	2320729E	EMBARCADERO DEL MAR	TRIGO RD	EMBARCADERO DEL MAR W/S 20' N/O TRIGO	100	130
45	29.11	A	1	1173	2320729E	EMBARCADERO DEL MAR	TRIGO RD	EMBARCADERO DEL MAR S/S 80' S/O TRIGO RD	100	130
46	29.02	A	2	1358	579082	SABADO TARDE RD	CAMINO DEL SUR	EMBARCADERO DEL MAR S/S 80' S/O TRIGO RD	100	130
47	29.02	A	2	1036	1217659E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 300'E/O CAMINO DEL SUR	70	130
48	29.02	A	2	1028	1216924E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 150'E/O CAMINO DEL SUR	70	130
49	29.12	A	2	1029	1216925E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 150'E/O CAMINO DEL SUR	70	130
50	29.12	A	2	1296	518943Y	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 50'E/O CAMINO DEL SUR	70	130
51	29.12	A	2	1369	520138Y	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 500' E/O CAMINO DEL SUR	70	130
52	29.12	A	2	1370	510338Y	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 370' E/O CAMINO DEL SUR	70	130
								SABADO TARDE RD S/S 400' CAMINO PESCADERO RD	70	130

A	D	E	F	G	H	I	J	K	U	V
53	29.02	A	2	1011	1188580E	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 100' W/O CAMINO PESCADERO RD	70	130
54	29.02	A	2	1021	1216877E	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 500' W/O CAMINO PESCADERO RD	70	130
55	29.02	A	2	1024	1216819C	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 300' W/O CAMINO PESCADERO RD	70	130
56	29.02	A	2	1027	S 6137Y	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 200' W/O CAMINO PESCADERO RD	70	130
57	29.02	A	2	1037	1217659E	TRIGO RD	CAMINO CORTO	TRIGO RD S/S 175' E/O CAMINO CORTA	70	130
58	29.02	A	2	1027	1216821E	TRIGO RD	CAMINO DEL SUR	TRIGO RD S/S 500' W/O CAMINO DEL SUR	70	130
59	29.11	A	2	1033	1217152E	TRIGO RD	CAMINO DEL SUR	TRIGO RD S/S 150' W/O CAMINO DEL SUR	70	130
60	29.11	A	2	1038	1217680E	TRIGO RD	CAMINO DEL SUR	TRIGO RD S/S 910' W/O CAMINO DEL SUR	70	130
61	29.11	A	2	1311	S 18928Y	TRIGO RD	CAMINO DEL SUR	TRIGO RD S/S 387' E/O CAMINO DEL SUR	70	130
62	29.12	A	2	1032	1217300E	TRIGO RD	CAMINO PESCADERO	TRIGO RD S/S 200' E/O CAMINO PESCADERO	70	130
63	29.12	A	2	1198	4363263E	TRIGO RD	CAMINO PESCADERO	TRIGO RD S/S 250' E/O CAMINO PESCADERO	70	130
64	29.11	A	2	1041	1356243E	SABADO TARDE RD	CAMINO CORTO	SABADO TARDE RD S/S 100' E/O CAMINO CORTO	100	130
65	29.11	A	2	1005	1133758E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 450' W/O CAMINO DEL SUR	100	130
66	29.11	A	2	1025	1216919E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 660' W/O CAMINO DEL SUR	100	130
67	29.11	A	2	1026	1216920E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 660' W/O CAMINO DEL SUR	100	130
68	29.11	A	2	1053	1256817E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 565' W/O CAMINO DEL SUR	100	130
69	29.02	A	2	1055	1266419E	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 150' W/O CAMINO DEL SUR	100	130
70	29.02	A	2	1056	1268420E	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 300' W/O CAMINO PESCADERO	100	130
71	29.02	A	2	1022	1216878E	SABADO TARDE RD	CAMINO PESCADERO	SABADO TARDE RD S/S 150' E/O CAMINO PESCADERO	100	130
72	29.02	A	2	1014	1188511E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 350' W/O EL EMBARCADERO	100	130
73	29.12	A	2	1015	1188552E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 139' W/O EL EMBARCADERO	100	130
74	29.02	A	2	1138	1824253E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 275' W/O EL EMBARCADERO DEL MAR	100	130
75	29.02	A	2	1375	S 18634Y	SABADO TARDE RD	CAMINO DEL SUR	SABADO TARDE RD S/S 450' W/O EL EMBARCADERO	100	130
76	29.12	A	2	1020	1189310E	TRIGO RD	CAMINO DEL SUR	TRIGO RD S/S 300' W/O CAMINO DEL SUR	100	130
77	29.11	A	2	1037	1217659E	TRIGO RD	CAMINO DEL SUR	TRIGO RD S/S 1010' W/O CAMINO DEL SUR	100	130
78	29.11	A	2	1310	S 18923Y	TRIGO RD	CAMINO PESCADERO	TRIGO RD S/S 247' E/O CAMINO DEL SUR	100	130
79	29.12	A	2	1002	1133219E	TRIGO RD	CAMINO PESCADERO	TRIGO RD S/S 580' W/O CAMINO PESCADERO	100	130
80	29.12	A	2	1017	118852E	TRIGO RD	CAMINO PESCADERO	TRIGO RD S/S 240' W/O CAMINO PESCADERO	100	130
81	29.12	A	2	1264	803236E	TRIGO RD	CAMINO PESCADERO	SABADO TARDE RD S/S 200' E/O EL EMBARCADERO	70	130
82	29.11	A	2.1	1100	1372272E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 400' E/O EL EMBARCADERO	70	130
83	29.11	A	2.1	1108	1413112E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 500' E/O EL EMBARCADERO	70	130
84	29.11	A	2.1	1110	1413113E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 500' E/O EL EMBARCADERO	70	130
85	29.11	A	2.1	1127	1413494E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 630' E/O EMBARCADERO DEL NORTE	70	130
86	29.11	A	2.1	1128	1413497E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 700' E/O EMBARCADERO DEL NORTE	70	130
87	29.11	A	2.1	1202	4891567E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 300' E/O EL EMBARCADERO	70	130
88	29.11	A	2.1	1382	1372273E	SABADO TARDE RD	EL EMBARCADERO	SABADO TARDE RD S/S 100' E/O EL EMBARCADERO	100	130

EXHIBIT B

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by Public Works if determined by Public Works to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for Santa Barbara County, CalTrans – Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

Section 3 Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by Public Works if determined by Public Works to be necessary to establish the bidder's "good faith efforts" to meet the Section 3 requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for Section 3 business concern participation for this project was placed by the bidder.
2. The names and dates of notices of all certified Section 3 business concerns solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the Section 3 business concerns were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by Section 3 business concerns, the information furnished interested Section 3 business concerns in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate Section 3 business concerns participation. Where there are Section 3 business concerns available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for Section 3 business concerns to bid on.
4. The names of Section 3 business concerns who submitted bids for any of the work indicated in (9) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the Section 3 business concern bid was price, give the price bid by the rejected Section 3 business concern and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to Section 3 business concern identified in (10) above to remedy the deficiency in their subbids.

Section 3 Definitions

Section 3 covered project:

Projects funded with more than \$200,000 in HUD funds are "Section 3 covered projects". Any contractors with which are contracted for more than \$100,000 on these projects, and any subcontractors with which those contractors contract for more than \$100,000 on these projects, are required to report on all contracts they make both with Section 3 business concerns and with businesses that are not Section 3 business concerns.

Section 3 resident:

A Section 3 resident is a Public housing resident or resident of Santa Barbara County (preferably, but not necessarily, of the immediate or extended area served by the HUD funded project) who qualifies as a low-income person. HUD defines a low-income person as one whose household income does not exceed 80% of the median income for the region, with adjustments for family size. Table B-1 states income limits set by HUD for the Santa Barbara region.

Table B-1

HUD REGIONAL FAMILY MEDIAN INCOME LIMITS FOR SANTA BARBARA COUNTY								
Effective for Calendar Year 2013								
The Following are lower income limits adjusted for family size.								
INCOME	Family Size							
	1	2	3	4	5	6	7	8
Lower Income (80% of MFI)	\$41,450	\$47,400	\$53,300	\$59,200	\$63,950	\$68,700	\$73,450	\$78,150

Section 3 Business Concern:

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

1. That is 51 percent or more owned by Section 3 residents; or
2. Whose permanent full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or who are within 3 years of the date of first employment with the business were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet qualifications set forth in conditions (1) or (2) of this paragraph.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

This Project is being assisted by the United States of America. The following Federal provisions must be included into the contract pursuant to the provisions applicable to such Federal assistance. During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

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

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. 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 insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be 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 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, ~~the contractor may request the United States to enter into such litigation~~ to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor

may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, attached as **Exhibit D** and incorporated by this reference.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

G. Requirements and Regulations Pertaining to Reporting

The County of Santa Barbara, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

H. Compliance with Clean Air Act and Clean Water Act.

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

EXHIBIT D
Fair Labor Standards
US Department of Housing and Urban Development
Office of Labor Relations

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. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(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 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been 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 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 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.

EXHIBIT E
Expenditure Summary and Payment Request Form

EXHIBIT E **EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)** Community Development Block Grant (CDBG) - Capital Projects

Agency Name	_____	Program	_____
Address	_____	Grant Year	_____
Contact Person	_____	Report Period:	_____
Phone	_____	Request No.	_____
DUNS #	_____	Date Submitted	_____

I. GRANT BUDGET AND EXPENDITURES

Budget Category/Description	ACTIVITY	Entry fields		Entry fields		Auto calculation from tab 2		Auto calculation	
		TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE				
Cat 1 Ex. Engineering Services		\$	\$	\$	\$				
Cat 2				\$					
Cat 3				\$					
Cat 4				\$					
Cat 5				\$					
TOTAL		\$	\$	\$	\$				

Certification:

I certify to the best of my knowledge and belief this report is true and complete in all respects, and all disbursements have been made for the purpose and conditions of this grant and have not been nor will be charged to any other grants.

Manager / Fiscal Officer

Name	_____	Title	_____
Signature	_____	Date	_____

Administrator / Executive Director

Name	_____	Title	_____
Signature	_____	Date	_____