

Construction Projects Guide



City of Santa Barbara

**Community Development Block Grant
Program**



April 2020

City of Santa Barbara

Community Development Block Grant Construction Projects Guide

Community Development Department – Housing and Human Services Division

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Please visit the Community Development Programs website
<http://www.santabarbaraca.gov/services/hhs/cdbg/default.asp>

Introduction

This Construction Projects Guide has been created to assist CDBG and housing rehabilitation grant recipients (grantees), in ensuring compliance with regulations established by the U.S. Department of Housing and Urban Development (HUD), related federal statutes and those required by the City of Santa Barbara. These regulations may also be applied to HOME-funded rehabilitation grants, unless HOME regulations state otherwise.

The Community Development Department (CDD) is committed to helping you understand and comply with these requirements. If any of the topics discussed below need further clarification, do not hesitate to contact CDD staff. We will assist you every step of the way.

GENERAL

The funding period is from July 1 through June 30, unless otherwise specified in your grant agreement.

CDBG funding is strictly contingent upon the following:

1. The City of Santa Barbara has received and executed a contract between the City and the Department of Housing and Urban Development (HUD), and CDBG entitlement funds are awarded to the City in an amount sufficient to meet the grantee's approved funding amount;
2. Environmental Reviews are completed and the City is in receipt of the "Authority to Use Grant Funds" from HUD; and
3. An agreement for use of grant funds between the grantee organization and the City is finalized, and both parties have received the fully executed Contract.

Funds cannot be committed and costs cannot be incurred prior to satisfaction of Items 1 - 3. In the interim, the grantee may commence preliminary preparations such as design, plans, developing scope of work, or organizing the bid packet using the prescribed solicitation procedures outlined further in this manual. The grantee may **not** solicit bids, incur construction-related costs, or enter into any commitments or contracts until it has received written approval¹ from City Community Development Department (CDD) staff.

Should there be any disagreement between your contract provisions and this manual, the contract shall take precedence. Unless specified otherwise, CDD shall have the authority to represent the City regarding the terms and conditions of your contract.

Environmental Review

Federal rules prohibit the commitment or expenditure of federal funds until an Environmental Review (ER), in compliance with federal regulations is completed. Based on the findings of the ER the CDBG/HOME-funded project may be modified, cancelled or proceed without changes.

Your project's ER will be conducted by CDD staff and costs incurred in conducting the ER shall be deducted from the grantee's grant award. The grantee must account for these expenses when considering the total cost of the project.

LABOR LAWS AND REQUIREMENTS

The grantee shall not carry out the project piecemeal in effort to avoid triggering the financial thresholds for labor laws and procurement processes discussed henceforth. The labor laws that apply to HUD-funded construction work include the following:

¹ Any commitments, contracts or agreements made or costs incurred prior to receiving this notice shall be the sole responsibility of the grantee with the understanding that any costs incurred shall not be reimbursed from CDBG grant funds.

- **Davis/Bacon Prevailing Wages** - The Davis-Bacon and Related Acts (DBRA - 40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) is triggered when any construction work over \$2,000 is financed in whole or in part with CDBG funds. For housing rehabilitation projects funded with CDBG, the DBRA applies to properties with 8 or more units. For HOME-funded projects the DBRA applies to properties with 12 or more units.

The DBRA requires that workers receive no less than the prevailing wages being paid for similar work in the same area. Further instructions are provided in the Procurement Process section further in this document.

- The **Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- The **Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).

The Davis Bacon Act requires that workers receive overtime compensation for hours they have worked in excess of 40 hours in one week, regardless of contract amount.

- **Section 3 Economic Opportunities** (24 CFR 135.3) - Section 3 is a provision of the Housing and Urban Development Act of 1968. It is intended to ensure that when employment or contracting opportunities generated from federally-funded projects necessitates the employment of additional persons, or when contract work is awarded, preference must be given to low and very low-income persons or business concerns residing or doing business in the community where the project is located.
- **Equal Employment Opportunity** - Contracts over \$10,000 are subject to Executive Order 11246 which prohibits employment discrimination by Federal contractors and subcontractors and federally-assisted construction contractors and subcontractors.

Contractors with 50 or more employees and contracts over \$50,000 require the submission of a SF-100 form (EEO-1).

SELECTING A CONTRACTOR

All grantees of federal funds for capital improvements and/or purchases must adhere to federal procurement requirements as described below.

General Requirements

Following are the basic requirements of competitive bidding:

- Placing legal ads in newspapers, trade journals, and/or use of a bidders list;
- Contracts cannot be extended or renewed without reopening the bid process;
- Grantees cannot use any firms on HUD's Debarment and Suspension List, CDD staff will confirm;
- A cost analysis (i.e. verification of the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits) is required;
- No employee, officer or agent of the grantee shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a **conflict of interest**, real or apparent, would be involved. Examples include when the grantee's employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the above, has a financial interest in the firm selected for the award.

Procedures to Select a Contractor for Construction Projects

Sealed Bids Method – This method shall be used for **all construction contracts**. The Sealed Bids Method requires publicly-solicited bids that results in a flat lump-sum price or unit-price contract that is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price.

The following requirements apply to the Sealed Bid Method:

- **Public Solicitation** - Two or more licensed contractors must be willing and able to compete effectively for the construction project. In order to reach the greatest possible number of bidders, the invitation for bids must be publicly advertised.

The announcement should be published at least once in a newspaper of general circulation or construction trade journals/newsletters. Sample advertisement language is provided in the appendix. The announcement and Bid-Packet (described further in this section) may also be posted on-line on construction bidding sites such as tricoblue.com or ebidboard.com. The agency should provide sufficient time for bids to be submitted prior to the bid due date.

****Using a bidders list in lieu of advertising *may* be allowed for smaller projects, with prior CDD approval. A copy of the bidders list shall be submitted, and must contain at minimum 2 contractors.**

- **Clear Definition** - The invitation for bids, including specifications and pertinent attachments, must clearly define and itemize the project, services and scope of work needed in order for bidders to properly respond to the invitation.
- **Selection and Contracting** - A firm-fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life span of materials and warranties must be considered in determining which bid is lowest.

- Rejection of all Bids - All bids may be rejected when sound documented reasons exist. Such documentation shall be made a part of the Agency's files.

Developing a Bid Packet for Contractor Selection

As part of the Sealed Bid Method, the grantee shall prepare a Bid Packet to distribute to all prospective bidders that must contain the following language and documents:

1. An Introduction that includes:
 - a. Project location address; and
 - b. Project specifications and scope of work that includes a complete, adequate and realistic description or itemization of work; and
 - c. Bond requirements (See Surety Bonds section page 9); and
 - d. Insurance requirements (See Insurance section page 10); and
 - e. The time and date when all bids are due, and the time and place when bids will be opened - all bidders must be given the same deadline. All bids must be opened at the time and place stated in the bid packet, and must be available for public inspection during that time; and
 - f. Insert the following language into the introduction:

Public Works Contract Requirements - All bidders are to be registered as a Public Works Contractor with the State of California Department of Industrial Relations. A registration number shall be provided with the bid documents included in this bid packet; and
 - g. Insert the following language into the introduction:

*Labor Standards Provisions - This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions **HUD-4010** will be incorporated into the successful bidder's contract and is attached hereto to this bid packet. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination No. **CAXX0023** – Mod. **#XX** and State of California Prevailing Wage-**Index XXXX-X** are attached to this bid packet and are incorporated herein. All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations; and*
 - h. If your project meets the Section 3 financial thresholds identified on page 4 of this manual, insert the following language into the introduction:

"Section 3 - This project is subject to Sect. 3 Economic Opportunities to Low and Very-Low Income Persons and Business Concerns. Bidders seeking Sect. 3 preference must submit a Business Certification Form and required documentation. See attached Section 3 Fact Sheet for more information."
2. The following forms must be attached as part of the Bid Packet, and must be completed by all bidders (see appendix):

- a. *Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements*; and
 - b. *Certification by Proposed Contractor/Subcontractor Regarding Equal Employment Opportunity*; and
 - c. *Bidder's Certification*; and
 - d. *Bidder's Questionnaire*; and
 - e. If applicable: *Sect. 3 Business Certification Form and Section 3 Fact Sheet* for bidders seeking Section 3 preference.
3. Attach Form 4010 to the bid packet (see appendix).
 4. Attach Wage Determination to the bid packet - Contact CDD staff prior to soliciting bids to obtain the most current version.

*Grantees shall provide CDD staff a draft copy of the Bid Packet for review and approval prior to solicitation of bids. Once you have written approval from CDD staff, you may initiate solicitation of bids by publishing the advertisement and/or posting the job on-line.

Procedures for Non-Construction Supplies or Services

Micro-Purchases Method - used for securing supplies or services (not construction) such as professional consulting, design, supplies or other commodities, which cost less than \$3,500 in the aggregate. To the extent practicable, grantees shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without obtaining competitive quotations, with prior written CDD approval, if the grantee considers the price to be reasonable.

Small Purchases Method – used for securing supplies or services, (not contractors) such as professional consulting, design, supplies or other commodities that are between \$3,500 to \$150,000. For purchases costing more than \$150,000 the Competitive Proposals Method shall apply.

Small Purchases Method requires the following:

- Price or rate quotations must be obtained from an adequate number of qualified sources;
- Potential vendors may be solicited by phoned and their names, addresses and price or rate quotations shall be documented and provided to CDD staff;
- Catalogues, internet searches, or price lists may be used and shall be documented and provided to CDD staff;
- Vendors whose information is the most responsive to the item or service being procured should be selected.

Competitive Proposals Method – for solicitation of supplies/services that are more than \$150,000, or for qualifications-based professional services such as engineering or architectural (not contractors). Under this procurement method, the grantee must publish a written request for submissions and then review

these submissions based on the Agency's established selection criteria. The contract can be either a fixed price or a cost reimbursement type.

The grantee must solicit proposals from an adequate number of qualified sources. Under this approach, there are two possible methods of soliciting proposals.

- 1) A request for proposals (RFP) asks that bidders or applicants submit both qualifications and cost information.
- 2) A request for qualifications (RFQ) can be used for enlisting architecture and engineering services. RFQs only ask for information on the applicant's expertise/experience and not on cost, subject to a negotiation of fair and reasonable compensation. When acquiring any service that is not architecture or engineering, such as construction management, the full RFP process must be used.

The following requirements apply to the Competitive Proposal Method:

- Proposals must be solicited from an adequate number of qualified sources. RFPs/RFQs should be publicized for a sufficient time before the proposals/qualifications are due.
- The RFP/RFQ must identify the general scope of work and all significant factors of evaluation, including price where appropriate, and their relative importance.
- The Agency must have a written method for technical evaluation of the proposals received, determinations of responsible applicant and the selection for contract award.
- Award may be made to the responsible applicant whose proposal will be most advantageous to the Agency, with price and other factors considered.

Unsuccessful applicants should be notified promptly.

Non-Competitive Contracts

This method may only be used with approval of CDBG staff (when the award of a contract is infeasible under micro or small purchase procedures, sealed bids or competitive proposals *and* one of the following circumstances applies):

- Item is available only from single source;
- Public exigency or emergency for the requirement will not permit a delay resulting from competitive bid solicitation;
- After solicitation of a number of sources, competition is determined inadequate.

Surety Bonds

Understanding Bonds

A **Bid Bond**, also called a bid guaranty/surety, is established by a surety (bank or insurance company) and guarantees that the winning bid can be honored and the successful bidder will enter into a contract with the Agency. If the lowest bidder fails to honor these commitments, the owner is protected, up to the amount of the bid bond, usually for the difference between the low bid and the next higher responsive bid, or 5 to 10% of the bid amount.

A **Performance Bond** secures the contractor's promise to perform the contract in accordance with its terms and conditions, at the agreed upon price, and within the time allowed. Typically the amount, or penal sum, of a performance bond is the amount of the construction contract.

A **Payment Bond** protects certain laborers, material suppliers and subcontractors against nonpayment on behalf of the contractor. Payment bonds may be the only protection subcontractors have if they are not paid for the goods and services they provide to the project. The penal sum in a payment bond is often less than the total amount of the prime contract, and is intended to cover anticipated subcontractor and supplier costs. NOTE: California Civil Code 3247 *mandates* the use payment bonds in all publicly-funded projects exceeding over \$25,000.

Bond Requirements

The following minimum bond requirements **apply** to CDBG/HOME projects. Incorporate the applicable bond requirements into your bid packet:

- **All projects:** A Bid Bond/Guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- **Projects over \$150,000:** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- **Projects over \$25,000:** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

Insurance Requirements

Incorporate the below insurance requirements into your bid packet:

All contractors and subcontractors wishing to work on a City-funded project shall meet the following insurance requirements. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+; XII; and are admitted insurance companies in the State of California. All other insurers require prior City approval.

General and Automobile Liability – Contractors shall have combined single limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate of General Liability and Two Million Dollars (\$2,000,000) per occurrence of Automobile Liability insurance, including Bodily Injury and Property Damage. Such insurance shall include the following seven (7) items:

1. Extension of coverage to Agency and the City, their officers, employees and agents, as additional insureds, with respect to Consultant's liabilities hereunder in insurance coverage identified in item "1." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that the Agency and City of Santa Barbara have been added as an additional insureds on the policy, must be attached to the certificate of insurance.
2. A provision that coverage will not be cancelled or subject to reduction until at least thirty (30) days' prior written notice has been given to Agency and the City.
3. A provision that Consultant's insurance shall apply as primary, and not excess of, or contributing with the Agency or the City.
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Consultant in the indemnity or hold harmless provisions included in this Agreement.
5. A Cross Liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each.
6. Broad form Property Damage Endorsement.
7. Policy shall apply on an "occurrence" basis.

Workers' Compensation - In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance of this agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such written notice by Agency or the City.

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Contracts and Documentation

After the bidding process is complete, grantees shall notify CDD staff of the selected contractor and submit the following:

1. Bid Summary Sheet (see appendix);
2. Copy of the bid notice/advertisement;
3. Copy of the Bid Packet;
4. Copy of all bids received; and

5. Certificates of Insurance for General Liability and Worker's Compensation from the hired contractor and all subcontractors.

Execution of Agency/Contractor Agreements

The grantee shall enter into a written contract with selected contractor. A sample contract is provided (see appendix). ***Grantees are strongly encouraged to use the CDD-provided contract template.***

Grantees may use their own contracts, but must ensure that all the mandatory language and provisions are included and grantees must obtain CDD approval of the contract PRIOR TO EXECUTION to ensure that all applicable Federal, State, or local requirements have been incorporated. HUD Form 4010 and the appropriate Wage Determinations that were in your Bid Packet must also be incorporated into all contracts as Exhibits A and B, respectively.

City Neighborhood Improvement Task Force grantees that use Purchase Orders must incorporate the appropriate Davis-Bacon Language and attach HUD Form 4010, and the appropriate Wage Determination as Exhibits A and B. A sample PO is attached (see appendix).

Register the Contract with the State of California

California law requires that grantee organizations, even private organizations, that use public funds for construction contracts, such as CDBG/HOME funds, notify the Department of Industrial Relations (DIR) of the contract by completing a PWC100 form electronically at the [DIR](#) website within five days of awarding the contract. It is the responsibility of the grantee to fill out this form and provide a copy to CDD staff.

Preconstruction Conference

Once the contract is executed and all the aforementioned documentation is submitted and meets City requirements, CDD will schedule a Pre-Construction Conference. A representative from the selected contractor and any subcontractors, including bookkeeping/payroll staff, and a grantee representative shall attend this meeting.

CDD staff will review all the Federal Labor Standards requirements described in this manual, including but not limited to the Davis Bacon Act. CDD staff will also provide Davis Bacon Act forms that shall be completed by the contractor and submitted to CDD staff prior to commencement of construction.

Construction may not begin until a signed *Notice to Proceed* is provided to the grantee by CDD staff. This Notice shall be issued once grantee and contractor (and all subcontractors) have submitted the Davis Bacon Act documents stated above.

Disbursement of Grant Funds

Grant funds are disbursed to grantees on a reimbursement basis upon submittal of the documents outlined below. The City will not make direct payments to contractors.

Note: The billing/payment schedule is agreed upon by the grantee and contractor.

Documents required prior to CDD staff issuing reimbursements to grantees include, but are not limited to the following:

- Copy of contractor's work invoice and/or materials receipt(s);
- Labor and material releases – submitted with contractor's billing/invoices for service provided/materials purchased;
- Certified Payroll form *WH-347* (provided at Pre-construction conference) covering each employee for each week worked during the period covered by the request for payment;
- *Agency Request for Reimbursement* form (see appendix) – **Note:** Grantee should NEVER pay contractor without prior authorization from CDD, as reimbursements will not be issued if proper documentation is not provided by the contractor and/or grantee.

Five percent (5%) of each construction contract will be held by the City for a minimum of thirty-five days after recordation of *Notice of Completion*, discussed next section. This is to ensure completion of work and payment for materials and services and to ensure compliance.

Post Construction

The grantee shall immediately notify CDD staff upon completion of the project in order to schedule an on-site inspection with CDD staff, contractor and grantee. If deficiencies are noted other than minor "punch list" corrections, contractor shall be responsible for correcting or completing the items identified.

Once the corrections are completed, the City will provide the grantee with a *Notice of Completion* form to fill out. The *Notice of Completion* must be signed by the grantee's executive director and returned to CDD staff within 10-days of the project completion date. CDD staff will file the notice with the County Clerk Recorder - this will start the 35-day retention period.

Agency shall provide to CDD Before- and After-pictures of the project.

Retention Payment

When all work has been completed, contractor shall invoice the grantee for the retention payment. The City shall approve payment of the retention amount to contractor provided the following conditions are met:

- Evidence that the City Building Permit has been signed off by the City Building and Safety Division, if applicable.
- An executed "Waiver & Affidavit" has been submitted by contractor.

- The 35-day retention period has expired, and grantee and contractor have submitted all required documents.

Grantee may then submit a *Request for Reimbursement* for the retention payment.

Note: The City of Santa Barbara reserves the right to withhold payment of funds to grantees, or withhold approval to pay contractors after the 35-day retention period, if the contractor fails to comply with all federal, state and local regulations pertaining to federally-funded construction projects.

Reports

Agency is required to submit reports on a quarterly basis, due within 7 days after the end of the quarter (see appendix). The reporting periods are:

- Q1 – July – September
- Q2 – October – December
- Q3 – January – March
- Q4 – April – June

Agency shall also submit a Year-End Report due on or before July 30 (see appendix).

-end-

Appendix

NOTE: These forms may be updated at any time due to program requirements. You are advised to confer with CDBG staff to obtain current version.

1. Project Compliance Checklist
2. Sect. 3 Business Certification form and Section 3 Fact Sheet
3. Contractor's/Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
4. Certification by Proposed Contractor/Subcontractor Regarding Equal Employment Opportunity
5. Bidder's Certification
6. Bidders Questionnaire
7. Form 4010
8. Sample Advertisement language
9. Sample Contract
10. Sample Purchase Order
11. Bid Summary Sheet
12. Agency Request for Reimbursement
13. Conditional Waiver and Release upon Progress Payment
14. Conditional Waiver and Release upon Final Payment
15. Quarterly Report
16. Year End Report

City of Santa Barbara - CDBG Programs

PROJECT COMPLIANCE CHECKLIST

Agency/ Project Name: _____

This project is subject to (check all that apply):

Davis Bacon: ☐Section 3: ☐**Procurement – Mark the applicable method used and check the applicable boxes**☐ **Micro-Purchases Method (supplies or services less than \$3,500)**Purchase discussed with CDBG staff ☐☐ **Small Purchases Method (consulting, design, supplies between \$3,500 - \$150,000)**Documentation that at least 2 vendors (names, addresses) and their price quotes submitted ☐☐ **Competitive Proposals Method (for professional services or purchases over \$150,000)**RFP/RFQ Publication Period ☐RFP/RFQ Clearly Defined ☐RFP/RFQ Technical Evaluation Identified ☐RFPs/RFQs Received ☐☐ **Sealed Bids (all construction)**Bid opportunity/notice publicized (or bidders list used - by CDBG staff approval only) ☐**Bid Packet Contains:**Introduction and project address ☐Scope of Work Clearly Defined ☐Bond Requirements ☐Insurance Requirements ☐Labor Standards Provisions Language ☐Section 3 Language (for construction over \$200,000, or \$100,000 to single contractor) ☐*Contractor's/Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements* ☐*Certification by Proposed Contractor/Subcontractor Regarding Equal Employment Opportunity* ☐*Bidder's Certification* ☐*Bidder's Questionnaire* ☐*Sect. 3 Business Certification Form (if Sect. 3 applies)* ☐*Form 4010* ☐Wage Determinations –
Contact CDD staff at least 1 day prior to soliciting bids to obtain the most current version ☐Bid Deadline Stated ☐

Bond Requirements

| | |
|---|--------------------------|
| Bid Bond at 5% of bid amount obtained for all bidders | <input type="checkbox"/> |
|---|--------------------------|

| | |
|---|--------------------------|
| Performance Bond at 100% of <i>contract</i> price (projects over \$150,000) | <input type="checkbox"/> |
|---|--------------------------|

| | |
|--|--------------------------|
| Payment Bond at 100% of <i>contract</i> price (projects over \$25,000) | <input type="checkbox"/> |
|--|--------------------------|

Document Submittal

I have submitted the following documents to CDD staff:

| | |
|-------------------------------------|--------------------------|
| Copy of bid notice or advertisement | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

| | |
|--------------------|--------------------------|
| Copy of Bid packet | <input type="checkbox"/> |
|--------------------|--------------------------|

| | |
|-------------------|--------------------------|
| Bid Summary Sheet | <input type="checkbox"/> |
|-------------------|--------------------------|

| | |
|---------------------------|--------------------------|
| Copy of all bids received | <input type="checkbox"/> |
|---------------------------|--------------------------|

| | |
|--|--------------------------|
| Copy of the <i>Agency and Contractor Construction Contract</i> | <input type="checkbox"/> |
|--|--------------------------|

| | |
|---|--------------------------|
| Certificates of Insurance for General Liability and Worker's Compensation for winning contractor and all subcontractors | <input type="checkbox"/> |
|---|--------------------------|

Preconstruction Conference

| | |
|-----------|--|
| Date Held | |
|-----------|--|

| | |
|--|--------------------------|
| Exhibits A-D completed by contractor, all subs, and returned originals to City staff | <input type="checkbox"/> |
|--|--------------------------|

| | |
|----------------------------|--------------------------|
| Notice to Proceed received | <input type="checkbox"/> |
|----------------------------|--------------------------|

Payment Requests

I have submitted the following with each payment request:

| | |
|---|--------------------------|
| Copy of contractor's work invoice and/or materials receipt(s) | <input type="checkbox"/> |
|---|--------------------------|

| | |
|---|--------------------------|
| Labor and material releases from Contractor | <input type="checkbox"/> |
|---|--------------------------|

| | |
|--|--------------------------|
| Certified Payroll forms WH-347 for each week of work | <input type="checkbox"/> |
|--|--------------------------|

| | |
|---------------------------------------|--------------------------|
| Agency Request for Reimbursement form | <input type="checkbox"/> |
|---------------------------------------|--------------------------|

Post Construction

| | |
|--|--------------------------|
| Onsite inspection held with CDD staff and contractor | <input type="checkbox"/> |
|--|--------------------------|

| | |
|--|--------------------------|
| Notice of Completion signed and given to City staff within 10 days of project completion | <input type="checkbox"/> |
|--|--------------------------|

| | |
|-------------------------------------|--------------------------|
| Before and after pictures submitted | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

Project Closeout

| | |
|---|--------------------------|
| Final invoice for 5% retention submitted to CDD | <input type="checkbox"/> |
|---|--------------------------|

| | |
|---|--------------------------|
| Evidence of City Building Permit submitted to CDD if applicable | <input type="checkbox"/> |
|---|--------------------------|

| | |
|--------------------------------------|--------------------------|
| Waiver and Affidavit provided to CDD | <input type="checkbox"/> |
|--------------------------------------|--------------------------|

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Santa Barbara
Section 3 Compliance**

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
 ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and % ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to
qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently
Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment
with the business:**

- | | |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3 years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

Section 3 Fact Sheet

Section 3 is a provision of the Housing and Urban Development Act of 1968 intended to ensure that the expenditure of certain federal funds, such as Community Development Block Grant, are used to give contracting and employment opportunities to low-income persons or businesses.

Section 3 Businesses Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents (see below for definition);
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract 25%, or higher, of the contract amount to subcontractors that are Section 3 businesses as described above.

Businesses concerns seeking to receive Section 3 preference shall submit a *Certification for Business Concerns Seeking Section 3 Preference*, provided in bid packet, and submit evidence verifying that they meet the definitions provided above. A Section 3 business concern shall have the ability and capacity to perform successfully under the terms and conditions of the proposed contract.

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in Santa Barbara, in which the Section 3 covered assistance is expended, and whose income do not exceed the local HUD income limits set forth for low- or very low-income households, below.

Maximum Income for Various Income Categories 2014

Area Median Income = \$72,800

| Category | % of Median | Family Size* | | | | | | | |
|-----------------|-----------------|---------------|--------|--------|--------|--------|--------|--------|--------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Median | 100% | 72,800 | | | | | | | |
| Very Low | 0 - 30% | 15,900 | 18,200 | 20,450 | 22,700 | 24,550 | 26,350 | 28,150 | 30,000 |
| Low | 31 - 50% | 26,500 | 30,300 | 34,100 | 37,850 | 40,900 | 43,950 | 46,950 | 50,000 |
| Moderate | 51%-80% | 42,400 | 48,450 | 54,500 | 60,550 | 65,400 | 70,250 | 75,100 | 79,950 |

(rounded to nearest \$50.00)

**NOTE: Family size adjustments in each category are based on the percentages below, with family of 4 as the base*

| | | | | | | | | |
|---------------------------|-----|-----|-----|------|------|------|------|------|
| Number of persons: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Adjustment: | 70% | 80% | 90% | Base | 108% | 116% | 124% | 132% |

For families above 8 add 8% to the adjustment, for example for a family of 9 the adjustment is 140% (132% + 8%)

New Hires

Section 3 also requires that any new employment opportunities generated by the Section 3-covered project be directed toward low-income Section 3 residents as defined above.

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Santa Barbara
Davis Bacon and Related Acts (DBRA) Compliance**

Project Name: _____ Project Number: _____

1. The undersigned, having executed a contract with _____
(Agency Name)
for _____ in the amount of \$ _____
(Nature of Work)

for the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract for Construction (HUD form 4010) are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12(a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (c) No part of the aforementioned contract has been or will be subcontracted to a subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor, for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.
- (a) The workers will report for duty on or about _____ (Date)

3. The undersigned certifies that:

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

(b) The undersigned is (check one):

☐ A Single Proprietorship

☐ A Corporation Organized in the State

☐ A Partnership

☐ Other - Describe: _____

Signature

Date

**CERTIFICATION BY PROPOSED CONTRACTOR/SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Address of Bidder (include zip code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause

☐

YES

☐

NO

2. Compliance Reports were required to be filed in connection with such contract or subcontract.

☐

YES

☐

NO

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐

YES

☐

NO

☐

NOT REQUIRED

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐

YES

☐

NO

Name and Title of Signer (please type)

Signature

Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Santa Barbara**

P.O. Box 1990/630 Garden Street
Santa Barbara, CA 93101
(805) 564-5461

Bidder's Certification

Bidder hereby certifies (s)he has reviewed all bid documents for HUD-funded construction projects, and fully understands all obligations if the project is award to him/her. Bidder further certifies that the proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of project or of any other bidder or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Santa Barbara, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Date

Bidder

By _____

Title

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Block Grant – City of Santa Barbara

BIDDER QUESTIONNAIRE

Bidder's Name: _____

Address: _____

Telephone #: _____

Number of years engaged in the contracting business under present business name _____

List the last three contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

| Year | Type of Work | Contract Amount | Location | For Whom Performed |
|------|--------------|-----------------|----------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Bidder is Public Works Contractor (PWC) registered with the California Department of Industrial Relations in accordance with SB 854.

DIR number: _____

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 1 01 0, 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.

INVITATION TO BID

(Agency name) is soliciting sealed bids for (project description) located at (address). The scope of work consists of but is not limited to: (list specifications).

(Agency name) will receive sealed bids until (deadline time and date) for the proposed work at (location where bids will be accepted) at which time and place all bids will be opened. For bids to be considered responsible contractors must attend a mandatory job walk at (time and date) at the job site of (address).

Contract documents, including specifications, may be obtained by visiting (address or website).

Bids shall be accompanied by a bid guarantee in the form of a money order, cashiers check, certified check or bank draft payable to the Sponsor, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five (5%) of the bid. No bid may be withdrawn for a period of thirty (30) days after bid opening.

All bidders will be required to certify that they are not on the federal Consolidated List of Debarred, Suspended and Negligible Contractors. All bidders are required to be Public Works Contractors registered with the California Department of Industrial Relations. The contract documents required to accompany all bids (Certifications, bid bond, form of bid, etc.) shall be in an envelope which shall be clearly labeled with the words "Contract Bid Documents" and show the project identifications, name of bidder, name of project and date and time of opening.

All labor is required to be paid at a rate not less than the greater of the current Federal Davis-Bacon Prevailing Wage or the State of California Prevailing Wage Determination made by the California Director of Industrial Relations (published with bid documents).

Contracts awarded under these contract documents in excess of \$150,000 shall be required to post a performance bond or equivalent security and a Payment bond for contracts over \$25,000. The successful bidder will be required to furnish evidence of Worker's Compensation and Liability Insurance in the favor and amount as required by these contract documents.

The successful bidder will be required to comply with all nondiscrimination laws and regulations pursuant to the provisions of these contract documents.

(Agency name) reserves the right to postpone, accept or reject any all all bids as (agency name) deems in its own best interest, subject to the terms and provisions of the contract documents.

For any additional information please contact (agency contact, phone and/or email).

Publish date

CONSTRUCTION SERVICES CONTRACT

This Agreement for construction, hereinafter referred to as "Contract" is made and entered into this day of , , by and between

, hereinafter referred to as "Contractor",
and
, a California non-profit, hereinafter referred to as
"Agency".

1. GENERAL PROVISIONS

1.01 Purposes of Contract.

Agency leases/owns the land and the building(s) located at Santa Barbara, California (hereinafter referred to as the "Property"). Agency has executed a grant agreement with the City of Santa Barbara ("City") through the City's Community Development Block Grant program ("City CDBG") for the rehabilitation of the Property as such rehabilitation is further defined in Exhibit A of this Agreement ("Scope of Work") attached and incorporated herein by this reference ("Project"). The purpose of this Contract is to obligate Contractor to complete the Project utilizing City CDBG grant funds, in accordance with the requirements of the City CDBG program.

1.02 Contract Amount.

Contractor shall be paid the amount not to exceed for the performance of the Contract. The Contract Amount is determined by the bid made by Contractor dated , and accepted by Agency on , (hereinafter referred to as "Contractor's Bid and Proposal"). The Contract Amount shall be paid to Contractor pursuant to Section 1.06 of this Contract entitled "Method of Payment". If, upon completion of the Scope of Work, there remain any unspent City CDBG funds, the amount of this Contract shall be reduced accordingly and the City, in its sole discretion, may use the funds for any purpose.

1.03 Statement of Work.

Contractor shall furnish all labor, materials, supplies, machinery, equipment and services and shall perform and complete in a satisfactory and workmanlike manner rehabilitation work on the Property as described in the Contractor's Bid and Proposal. Contractor shall supervise and direct the work and shall be fully responsible for all construction means, methods, techniques, sequences, and procedures and for the coordination of all portions of the Work under Contract. All materials shall be new, unless otherwise specified, and of good quality. All subcontractors and workers shall be skilled in their trades.

1.04 Notice to Proceed and Time for Completion of Work.

A. A written *Notice to Proceed* must be received by Contractor from City CDBG prior to commencement of any work on the Property. If such Notice is not issued within 90 days from the date this contract is executed, Contractor has the option of withdrawing his/her Contract and Bid and Proposal, unless a written time extension is agreed to in accordance with Section 1.07 below. Work under this Contract shall commence within ten calendar days after the date the *Notice to Proceed* is issued and shall be completed within calendar days after the date the Notice To Proceed is issued ("Contract Time").

B. In agreeing to complete the Project within the Contract Time, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incident to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes, omissions, or otherwise.

C. Contractor shall be excused for any delay in completion of the Contract caused by acts of Nature, acts of Agency or Agency's Agent, acts of public utilities, public bodies or inspectors, extra work, failure of Agency to make progress payments promptly, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor, except for ordinary delays specified in Section (B) above; provided, however, that contractor promptly (within two days) notifies Agency and City CDBG, in writing, of the cause of the delay. If Agency and City CDBG determine the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time lost due to such excusable delay.

D. If completion of the Project is delayed beyond the completion date and some, or all of the delays are not excusable, the parties agree that Contractor shall reimburse Agency for Agency's actual damages for each day of delay which is not excusable.

E. Time is of the essence in this Contract.

1.05 Contract Documents.

This Contract shall consist of the general terms, conditions, references and Exhibits contained herein and the following documents ("Contract Documents"):

1. Contractor's Bid and Proposal;
2. Work write-ups; standard specifications; any applicable plans and drawings prepared or furnished by Agency; and
3. All modification and addenda included in or attached to these documents prior to the execution of this Contract.

1.06 Method of Payment.

A. Any request for payment, claim, or any other documentation submitted for the purpose of issuance of any payment, transfer or allocation of funds under this contract, or upon written request for payment submitted by Contractor to Agency, shall be based on the progress of work and materials satisfactorily installed and in place at the time of the request for payment, as verified by Agency and the City CDBG inspector. Agency shall make, or cause to be made, progress payments to Contractor upon satisfaction of the following three (3) conditions:

1. Agency receives written authorization and approval of City CDBG staff.
2. Contractor submits "Conditional Waiver and Release Upon Payment" in the form prescribed by Section 3262 of the Civil Code from all subcontractors and persons supplying labor or materials to Contractor covered by the payment requested.
3. Contractor submits all required Davis-Bacon and Related Acts ("DBRA") documentation, certified and approved pursuant to Federal Labor Standards Provisions HUD Form-4010, attached hereto as Exhibit "B" and incorporated herein by this reference as though set forth in full.

B. Contractor may receive up to progress payments, plus a final five percent (5%) retention payment. Such payments shall at no time represent more than ninety percent (95%) of the value of the work performed. DBRA documentation and Conditional Labor and Material Releases from all subcontractors supplying labor or materials to Contractor must accompany each request for payment.

C. Final progress payment and payment of retention shall be made according to the procedures in Section 4 below.

1.07 Changes.

The Agency, with the prior approval of City CDBG, may change the Scope of Work herein or required by the Contract Documents by adding or deleting work or materials, and the Contractor shall perform the work under this Contract thus modified. The Contract Amount and Contract Time shall be equitably adjusted. No changes, additions, or deletions to the specifications for the work to be completed under this Contract, or Contract Amount or Contract Time, shall be made without first obtaining a written change order, signed by Agency, the City CDBG and Contractor. Each change order shall include a detailed description of the labor and/or materials to be added or deleted, and shall state any changes to the Contract Amount or Contract Time.

1.08 Indemnification.

Contractor agrees to investigate, defend, indemnify and hold harmless Agency and the City, their officers, employees and agents from any damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action which the Agency and City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Contract.

1.09 Conflict of Interest.

The parties to this Contract state that no present or former member or officer of the Agency or City CDBG staff, and no employee of the Agency or City CDBG who formulates policy or influences decisions with respect to Agency or City CDBG had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10 Termination.

A. Agency may, due to Contractor's failure to perform any of the terms of this Contract, terminate this Contract at any time by written notice to Contractor, provided Agency has given Contractor prior notice of the conditions causing the breach of the Contract and has given Contractor a reasonable opportunity to correct the breach. Such termination shall be effective in the manner and upon the date specified in such notice and shall be without prejudice to any claims which Agency may have against Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this Contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts insofar as such orders and/or subcontracts are chargeable to this Contract.

B. Upon Agency's termination of this Contract for breach of the Contract by Contractor, the Contract price shall be reduced by the amount of any and all claims which Agency may have against Contractor for damages incurred by Agency as a result of the breach, including the cost to Agency to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by Agency in effecting the termination of the Contract or completion of the performance of the contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by Contractor but not yet paid by Agency on the date of the termination, may be applied by Agency to the damages which it incurred as a result of Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to Contractor. If Contract funds as indicated above are insufficient, Contractor shall be liable for any unpaid balance.

1.11 Written Notice.

Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified

mail to Contractor or Agency at the appropriate address stated on the signature page of this Contract.

2. CONTRACTOR'S GENERAL OBLIGATIONS

Contractor shall:

2.01 Provide Insurance

A. As part of the consideration of this Contract, Contractor agrees to purchase and maintain at its sole cost and expense during the life of this Contract insurance coverage against claims for injuries to persons or damages to the Property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.
3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Contractor's staff while performing any work incidental to the performance of this Contract.

If the Contractor maintains higher coverage limits than the amounts shown above, then the Agency and the City CDBG requires and shall be entitled to coverage for the higher coverage limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency and the City CDBG.

B. Other Insurance Provisions:

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1. Additional Insured Status

Agency and the City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. Additional Insured coverage shall be provided in the form of an endorsement to the Grantee's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the Agency and City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agency and City of Santa Barbara are additional insureds on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3. Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the Agency and the City of Santa Barbara.

4. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Agency and the City of Santa Barbara, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency and City shall be excess of the Contractor's insurance and shall not contribute with it.

5. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency and City of Santa Barbara has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency and City of Santa Barbara for all work performed by the Contractor, its employees, agents and subcontractors.

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City of Santa Barbara.

Approval of the insurance by Agency or acceptance of the certificate of insurance by Agency or City of Santa Barbara shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Contract, nor shall it be deemed a waiver of Agency or City of Santa Barbara's rights to insurance coverage hereunder.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. The Agency, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternately, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance.

Any deductibles or self-insured retentions must be declared and receive prior approval by the Agency and City CDBG. At the option of the Agency, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the Agency and the City of Santa Barbara, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Agency and City of Santa Barbara guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Contractor must provide evidence that it has secured the required insurance coverage prior to the execution of this Contract. A Certificate of Insurance or the appropriate ACORD and Insurance Services Office forms evidencing the insurance requirements above shall be completed by Contractor's insurer or its agent and submitted to the Agency City CDBG prior to execution of this Contract by the Agency.

Contractor shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are subject to prior approval by the Agency and City CDBG before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2.02 Obtain Permits and Licenses.

Contractor shall obtain all permits and licenses and pay all fees and other charges necessary for the completion and execution of the work to be performed. School fees, if any, shall be paid by Agency.

2.03 Conform to Government Requirements.

Contractor shall perform all work in conformity with applicable state and federal laws and regulations and local building codes whether or not covered by the Contract Documents. If Contractor discovers any discrepancy between such laws or codes and the Contract Documents, Contractor shall immediately notify Agency and the City CDBG.

2.04 Maintain the Site.

At all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's operation. At the completion of the project, remove all waste materials, rubbish, tools, construction equipment and machinery and leave Project site in a neat and clean condition. All waste shall be properly disposed of at a legal dump site. Storage of Contractor's materials and equipment during the performance of this Contract shall be under Contractor's responsible care and charge, and Contractor shall bear all loss to such materials and equipment except for loss caused by the willful acts of Agency.

2.05 Provide Warranties.

All materials and labor, including those of any subcontractor, shall be warranted for a period of one year from the date of the final progress payment provided for under Section 4.04; and Contractor shall provide Agency with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract prior to the release of the final retention payment. Contractor warrants that all materials, fixtures and equipment furnished by Contractor and its subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. Neither any payment nor occupancy of the Property by Agency shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which may appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. Agency will give notice of observed defects with reasonable promptness.

2.06 Maintain Records.

Contractor shall maintain adequate invoices, receipts, job records and disbursement journals and such other records for the Project as may be usually kept in conjunction with projects of this type. Such records shall be available for inspection by Agency and City CDBG or their authorized representatives, upon reasonable advance notice, during the period of this Contract. Contractor shall retain such records and make them available for audit by the City CDBG for a period of three years from the final payment under this Contract.

2.07 Allow Inspections & Interviews.

Contractor shall permit City CDBG or their designees to examine, inspect the work under this Contract before and after completion and interview workers. Contractor shall cooperate with Agency and City CDBG in completing progress inspections, final inspection of the work and documentation of on-site job interviews.

2.08 Make Payments and Obtain Lien Releases.

Contractor shall promptly pay all persons furnishing materials, labor, or services and deliver to Agency and City CDBG a complete release of liens for all labor, materials and services in connection with the Project.

2.09 Cooperate with Agency.

Contractor shall cooperate with Agency and will not unreasonably inconvenience any occupants of the Property during the period of the Contract.

2.10 Obtain Bonds.

Contractor shall obtain a Performance Bond for 100% of the Contract Amount and/or a Payment Bond for 100% of the Contract Amount, as required by City CDBG.

2.11 Comply with Other Government / Federal Requirements

Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable City CDBG program requirements and any amendments hereafter to City CDBG program guidelines and requirements. Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

A. COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS - The CDBG Regulations, 24 CFR Part 570, and any amendments hereafter thereto; and

B. SANTA BARBARA MUNICIPAL CODE NONDISCRIMINATION REQUIREMENTS - The requirements of the "Nondiscrimination Employment Certificate" (SBMC 9.126), and the "Handicapped Nondiscrimination Statement" attached hereto as Exhibits "D" and "E", respectively, and incorporated herein by this reference as though set forth in full; and

C. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin; and

D. HOUSING AND COMMUNITY DEVELOPMENT ACT - Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act; and

E. REHABILITATION ACT OF 1973 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities; and

F. AGE DISCRIMINATION ACT OF 1975 - The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance; and

G. EQUAL EMPLOYMENT AND CONTRACTING OPPORTUNITY - Equal Employment Opportunity, as amended, and regulations of Executive Order 11246, amended by Executive orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264).

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity or national origin. Contractor will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause."

Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin.

Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

Contractor will assist and cooperate actively with the City CDBG and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order; and

H. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS -The requirements set forth in 24 CFR part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors; and

I. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701U) - 24 CFR, Part 135, also known as Section 3, which provides employment opportunities for businesses and lower income persons in connection with federally-assisted projects. Contractor will also ensure that provisions of 24 CFR, Part 135, are included in all

subcontracts; and

J. MINORITY AND WOMEN-OWNED BUSINESSES (W/MBE) - Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority- and women-owned business enterprises. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women; and

K. LABOR STANDARDS - Contractor and all subcontractors, engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Contract are subject to the federal labor standards provisions, Davis Bacon and Related Acts as amended (40 USC 3141-5144 and 3146-3148), which govern the payment of wages and the ratio of apprentices and trainees to journey-workers. Under the terms of the Davis-Bacon Act, as supplemented by 29 CFR Part 5, amended, the Contractor and hired subcontractors are required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provision of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and the AGENCY shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act (40 USC 3145). Federal Wage Determination Number CA170028 is attached hereto as Exhibit "C" and incorporated herein by this reference as though set forth in full. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the AGENCY of its obligation, if any, to require payment of the higher rates.

The regulations of 24 CFR part 70 shall apply to the use of volunteers; and

L. ENVIRONMENTAL REVIEW STANDARDS -The Contract is subject to the regulations of 24 CFR part 58, which specify the provisions of law which further the purposes of the National Environmental Policy Act of 1969; and

M. FLOOD DISASTER PROTECTION ACT 1973 - The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and the National Flood Insurance Program in accordance with section 202(a) of the Flood Disaster Protection Act and the regulations in 44 CFR parts 59 through 79); and the Coastal Barrier Resources Act (16 U.S.C. 3601); and

N. EXECUTIVE ORDER 13279 (EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS - The regulations of Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60. As applicable, the requirements of the CDBG Program Regulations for religious or faith-based organizations under 24 CFR 570.200(j); and

O. LEAD-BASED PAINT - The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part; and

P. DRUG-FREE WORKPLACE ACT - The Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 24 CFR, Part 24, Subpart F, requiring provision of drug-free workplace; and

Q. CONFLICT OF INTEREST - The conflict of interest provisions, as applicable, in accordance with 2 CFR Part 200.112, 24 CFR Part 92.356, and 24 CFR Part 570.611; and

R. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT - The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings), and Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).

3. AGENCY'S GENERAL OBLIGATIONS

Agency shall:

3.01 Monitor all work performed under this Contract and inspect the work for acceptance prior to each progress payment and the final payment. Agency shall expedite all payments. Agency shall not permit any changes, additions, or deletions to this Contract or the Contract Documents without prior written approval of Contractor and City CDBG. Any change orders must be signed by Agency, Contractor and the City CDBG.

3.02 Cooperate with Contractor to facilitate the performance of work, including the removal and replacement of rugs, coverings and furniture as necessary.

3.03 Permit Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work.

3.04 The premises are to be:

- ☐ Occupied during the course of the rehabilitation work
- ☐ Unoccupied during the course of the rehabilitation work
- ☐ Partially occupied as follows:

If the premises are to be occupied, Agency will cooperate with Contractor and minimize interference with the Project.

4. ACCEPTANCE/PROJECT CLOSEOUT

4.01 Inspection.

Upon receipt of a notice from Contractor that the Project is completed and ready for final inspection and acceptance, Contractor, Agency and representatives of the City CDBG shall meet at the Project site. If deficiencies are noted other than minor "punch list" corrections, Contractor shall be responsible for correcting or completing the items identified prior to the filing of a Notice of Completion.

4.02 Notice of Completion.

After the City CDBG and Agency determine that all materials have been installed and all work to be performed under the Contract has been completed, except for minor "punch list" corrections, Agency shall sign a Notice of Completion and cause it to be filed with the County Recorder of Santa Barbara County.

4.03 Final Progress Payment.

When all work, except for minor "punch list" corrections, has been completed, Contractor shall submit a request for

the final progress payment. Subject to Section 4.01 above, Agency and City CDBG shall approve payment in an amount to bring the total payments to Contractor to ninety-five percent (95%) of the value of the work completed, provided Contractor has provided Agency and City CDBG the following:

1. Evidence that the City Building Permit has been signed off by the City Division of Building and Safety.
2. A signed "Unconditional Waiver and Release" form.

4.04 Release of Retentions.

Payment of sums retained, except those retained for cause, shall be made to Contractor not sooner than thirty-five (35) days after recordation of the Notice of Completion, provided (a) a "CONTRACTOR'S WAIVER AND AFFIDAVIT" is received from Contractor, (b) no claims against Contractor have been filed with Agency or against the Property prior to the expiration of the thirty-five days, and (c) Contractor has fully complied with all DBRA requirements. Until any such claims have been satisfied or released, sufficient funds shall be withheld from the sum due Contractor to satisfy such claims. If corrective or repair work remains or documentation is outstanding after such thirty-five day period, City CDBG and/or Agency may withhold sufficient amount to pay for completion of such work.

4.05 Payments by Agency to Third Parties.

If Contractor fails to make payments required under this Contract to suppliers of materials or labor, Agency may make such payments on Contractor's behalf, and Contractor shall reimburse Agency on demand for the amount actually paid by Agency. See Section 6.07 below.

5. DISPUTE RESOLUTION

Any dispute which arises under this Contract, and which remains unresolved for fifteen (15) working days after City CDBG has been informed in writing of the dispute by either party, shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment may be entered on the award. Should any party refuse or neglect to appear at or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator shall award to the prevailing party compensation for the expense of arbitration, including reasonable attorneys' fees. The decision of the arbitrator shall be final, conclusive and binding upon Agency and Contractor.

6. MISCELLANEOUS PROVISIONS

6.01 Entire Contract.

The Contract Documents contain the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by Agency, Contractor and approved by City CDBG.

6.02 Waiver.

No consent or waiver, express or implied, by either party to any breach by the other shall be deemed or construed to be consent or waiver to any other breach. Failure on the part of either party to complain of any act of the other party or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. No payment under this Contract will be interpreted so as to imply that Agency has inspected or approved the work performed by Contractor.

6.03 Successors and Assigns.

The provisions of the Contract bind both parties and their successors and assigns. Contractor shall not assign this

Contract without the written consent of Agency and prior written notification to City CDBG.

6.04 Governing Law.

This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

6.05 Bankruptcy.

If Contractor files bankruptcy, or makes an assignment for the benefit of creditors, Agency has the right to cancel this Contract and have the work completed by others.

6.06 Donations of Materials.

Subject to approval by the Agency, the Contractor has the option of using donated materials where appropriate if such donated materials will not unduly compromise the quality of the finished Project.

6.07 NOTICE TO AGENCY:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the California Contractors' State License Board.

Any contractor, subcontractor, laborer, supplier, or other person who helps to improve a property, but is not paid for its work or supplies, has a right to enforce a claim against the property. This means that after a court hearing, the property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if the Agency had paid the contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

Under the law, the Agency may protect their interests against such claims by: filing, before commencing such work of improvement, the original fully executed contract for the Project in the Office of the County Recorder where the property is situated and requiring that the Contractor's Performance and/or Payment Bond be recorded in such office; requiring payments be made directly to subcontractors and material suppliers through a joint control agreement; issuing joint checks payable to both the contractor and subcontractors or material suppliers; or requiring a contractor to provide unconditional lien releases signed by each subcontractor, laborer, or supplier.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate, on the date first above written.

Agency

Contractor

Signature
Name:
Title:

Signature
Name:
Title:

Address

Address

City State Zip

City State Zip

Contractor's License No.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate, on the date first above written.

Agency

Contractor

Signature
Name:
Title:

Signature
Name:
Title:

Address

Address

City State Zip

City State Zip

Contractor's License No.

Federal Labor Standards Provisions and Urban Development Office of Labor Relations

U.S. Department of Housing

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 apart 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 rates 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 D

NONDISCRIMINATION CERTIFICATE

City of Santa Barbara Nondiscriminatory Employment Certificate

S.B.M.C. 9.126

9.126.010 Certificate Generally.

Consistent with a policy of non-discrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Sections 1735 and 1777.6 of the California Labor Code, a "Contractor's Obligation for Non-discriminatory Employment Certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works. (Ord. 3500 §1(part), 1972.)

9.126.020 Contents of Certificate.

The "contractor's obligation for non-discriminatory employment" is as follows:

In performing the work of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City

Exhibit D

NONDISCRIMINATION CERTIFICATE

advising the said labor union or worker's representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's obligation for non-discriminatory employment provisions of this contract, or Fair Employment Practices statute.

(5) A finding of willful violation of the non-discriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

(6) Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees, that should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the non-discriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

(7) The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

Exhibit D

NONDISCRIMINATION CERTIFICATE

(a) The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the non-discrimination provision and their responsibilities under it.

(b) The Contractor shall notify all sources of employee referrals, (including unions, employment agencies, advertisements, Department of Employment) of the content of the non-discrimination provision.

(c) The Contractor shall file a basic compliance report as required by the City. Willful false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

(d) The Contractor shall notify the City of opposition to the non-discrimination provision by individuals, firms or organizations during the period of this contract.

(8) Nothing contained in this Contractor's Obligation for Non-discriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

(9) (a) In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.

(b) The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City. (Ord. 4465, 1987; Ord. 3500 §1(part), 1972.)

Exhibit E

HANDICAPPED NONDISCRIMINATION CERTIFICATE

1. During the term of this Contract, Agency agrees that while performing its services, it shall:
 - a. Not exclude a qualified handicapped individual from participation in programs or activities open to the general public, regardless of the availability of permissibly separate or different programs or activities designed especially for the handicapped;
 - b. Administer programs and activities in the most integrated setting appropriate to the needs of qualified handicapped individuals;
 - c. Take appropriate steps to ensure that communications with applicants, employees, beneficiaries, and the general public are available to persons with impaired vision or hearing, through means such as brailled or taped material, telecommunication devices, televised information or other media;
 - d. Provide a qualified handicapped individual with an aid, benefit, or service that is as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others;
 - e. Not provide a different or separate aid, benefit, or service to qualified handicapped individuals or to any class of qualified handicapped individuals unless such action is necessary to provide qualified handicapped individuals with aid, benefits, or services that are as effective as those provided to others;
2. If funds are granted to the Agency for the program for which a funding application is submitted, then Agency agrees to formally adopt a policy of Handicapped Nondiscrimination satisfactory to the City Administer.
3. In the event of noncompliance with the nondiscrimination terms set forth above, or with any of said rules, regulations, this Contract may be canceled, terminated in whole or in part.



City of Santa Barbara

Purchasing Department

P.O. Box 1990

Santa Barbara, CA 93102-1990

Phone (805) 564-5349 | Fax (805) 897-1977

Purchase Order

Fiscal Year 2015

Page 1 of 2

INVOICES AND PACKING SLIPS MUST INCLUDE THE NAME OF THE SHIP TO DEPARTMENT AND THE PURCHASE ORDER NUMBER

Purchase
Order #

B
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2121
CD-CDBG Administration
630 Garden St
Santa Barbara CA 93101

Delivery must be made within doors of
specified destination.

Sign PO and Return Copy to the Purchasing
Department address listed above

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| | | | | | | | |
|----------------------------|--|-------------------|--|--|-----|----------------|----------------|
| Vendor Phone Number | | Vendor Fax Number | | PO Type N - Normal | | Requested By | |
| Date Ordered 03/06/2015 | | Delivery Date | | F.O.B. & Payment Terms Destination/Net 30 | | Assigned Buyer | |
| Item# | Description/Part No. | | | Qty | UOM | Unit Price | Extended Price |
| | <p>CDBG: This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards Provisions HUD-4010 are hereby incorporated into this Purchase Order. Contractors, including all subcontractors and apprentices, must be eligible to participate. Federal Wage Determination# CA150023 dated 1/16/15 MOD.ASBE0005 is incorporated herein.</p> <p>Payments shall at no time represent more than ninety percent (90%) of the value of the work performed. DBRA Documentation and conditional labor and material releases from all subcontractors supplying labor or materials to contractor must accompany each request for payment. Payment of all sums retained, except those retained for cause, shall be made to contractor not sooner than thirty-five (35) days after recordation of the Notice of Completion, provided (A) an 'unconditional waiver and release upon final payment' in the form prescribed by section 3262 of the Civil Code is received from all subcontractors and persons supplying labor or materials to contractor, (B) No claims against contractor have been filed with the agency or against the property prior to the expiration of the thirty-five days, (C) Contractor has fully complied with all DBRA requirements. Until any such</p> | | | | | | |

THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE OF THIS PURCHASE ORDER AND ANY BIDS OR QUOTES REFERENCED, ATTACHED TO, OR ACCOMPANYING THIS PURCHASE ORDER.

WE ACKNOWLEDGE AND ACCEPT THIS ORDER AS STATED UNLESS WE OTHERWISE AGREE IN WRITING.

CITY OF SANTA BARBARA

PRINT NAME

SIGNATURE

TITLE

PO Total

CONTINUED

By *William Hornung*
Bill Hornung, General Services Manager



City of Santa Barbara

Purchasing Department

P.O. Box 1990

Santa Barbara, CA 93102-1990

Phone (805) 564-5349 | Fax (805) 897-1977

Purchase Order

Fiscal Year 2015

Page 3 of 2

INVOICES AND PACKING SLIPS MUST INCLUDE THE NAME OF THE SHIP TO DEPARTMENT AND THE PURCHASE ORDER NUMBER

Purchase Order #

2121
CD-CDBG Administration
630 Garden St
Santa Barbara CA 93101

Delivery must be made within doors of specified destination.

Sign PO and Return Copy to the Purchasing Department address listed above

BILL TO

VENDOR

SHIP TO

| Vendor Phone Number | | Vendor Fax Number | | PO Type N - Normal | | Requested By | |
|----------------------------|---|--|-----|-----------------------|----------------|----------------|--|
| Date Ordered 03/06/2015 | Delivery Date | F.O.B. & Payment Terms Destination/Net 30 | | | | Assigned Buyer | |
| Item# | Description/Part No. | Qty | UOM | Unit Price | Extended Price | | |
| | <p>claims have been satisfied or released, sufficient funds shall be withheld from the monies due contractor to satisfy such claims. If corrective or repair work remains or documentation is outstanding after such thirty-five day period, agency may withhold sufficient amount to pay for completion of such work.</p> <p>Pricing in accordance with Quote No. , Dated: which is incorporated herein and made a part hereof by this reference.</p> <p>Furnish all labor, materials, equipment, supervision and appurtenances necessary for playground installation.</p> <p>Contractors License: Prevailing Wages: The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this Purchase Order.</p> <p>In the event the State of California Labor rates conflict with the Federal Labor rates, Contractor will pay the higher wage rate of the two.</p> <p>Prevailing Wage and Certified Payroll: http://www.santabarbaraca.gov/business/bids/purchasing.asp</p> <p>Contractor must currently possess a valid California contractors license of the classification appropriate for this work.</p> <p>Insurance Requirements: Attached is hereby made part of this order.</p> | | | | | | |

THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE OF THIS PURCHASE ORDER AND ANY BIDS OR QUOTES REFERENCED, ATTACHED TO, OR ACCOMPANYING THIS PURCHASE ORDER.

WE ACKNOWLEDGE AND ACCEPT THIS ORDER AS STATED UNLESS WE OTHERWISE AGREE IN WRITING.

CITY OF SANTA BARBARA

PRINT NAME

SIGNATURE

TITLE

| | |
|------------------|---------------|
| Total Ext. Price | \$0.00 |
| Total Sales Tax | \$0.00 |
| Total Credit | \$0.00 |
| Total Discount | \$0.00 |
| PO Total | \$0.00 |

By: *William Hornung*
Bill Hornung, General Services Manager

TERMS AND CONDITIONS OF PURCHASE

THE CITY OF SANTA BARBARA REJECTS ANY DISCLAIMER BY VENDOR OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS, UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE ORDER

The materials, supplies or services covered by this order shall be furnished subject to the following terms and conditions which shall not be modified or rescinded except by written agreement to the parties and which Seller agrees to be bound by and to comply within all particulars, and no other terms and conditions shall be binding upon the parties.

ARTICLE I — INSPECTION — The materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and except as otherwise provided in this order, shall be subject to inspection and test by the City of Santa Barbara at all times and places. If any materials, supplies or services are found to be defective or not as specified, the City of Santa Barbara may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies or services at a reduction in price which is equitable under the circumstances. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any costs for which Seller may become liable to the City of Santa Barbara under other provisions of this order, shall reimburse the City of Santa Barbara for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Neither final acceptance nor payment shall relieve Seller of responsibility for faulty materials, supplies or services.

ARTICLE II — CHANGES — The City of Santa Barbara may make changes within the general scope of this order in quantities, drawings, specifications, time for performance, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of the City of Santa Barbara. Any claim of Seller for an adjustment under this Article II must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless the City of Santa Barbara waives this condition. Nothing in this Article II shall excuse Seller from proceeding with performance of this order as changed hereunder.

ARTICLE III — TERMINATION — A) The City of Santa Barbara may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The City of Santa Barbara shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount not otherwise recoverable from other sources by Seller as approved by the City of Santa Barbara, with respect to the undelivered or unaccepted portion of this order provided; compensation hereunder shall in no event exceed the total order price.

B) The City of Santa Barbara may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event the City of Santa Barbara may purchase or otherwise secure materials, supplies or services and, except as otherwise provided herein, Seller shall be liable to the City of Santa Barbara for any excess costs occasioned the City of Santa Barbara thereby.

If, after notice of termination for default, the City of Santa Barbara determines the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of the City of Santa Barbara, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier or due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless the City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

C) If City determines that Seller has been delayed in the work in the opinion of City due to causes beyond the control and without the fault or negligence of Seller, the City of Santa Barbara may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller, and if such delay is due to failure of the City of Santa Barbara, not caused or contributed to by Seller, to perform

services or deliver properly in accordance with the terms of the order, the time and price of the order shall be subject to change under Article II. Sole remedy of Seller in event of delay by failure of the City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits. The rights and remedies of the City provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

ARTICLE IV — TITLE — Title to the materials and supplies purchased hereunder shall pass directly from Seller to the City of Santa Barbara at the f.o.b. point shown, subject to the right of the City to reject upon inspection.

ARTICLE V — PAYMENT, EXTRA CHARGES, DRAFTS — Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. The City of Santa Barbara will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipt, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VI — DECLARED VALUATION OF SHIPMENTS — Except as otherwise provided on the face of this order, all shipments by Seller under this order for the City of Santa Barbara's account shall be made at the maximum declared value applicable to the lowest transportation rate or classifications and the bill of lading shall so note.

ARTICLE VII — TAXES — The price or prices specified include all applicable taxes and will not be changed as the result of failure by Seller to have included any applicable tax or as the result of any change in Seller's tax liabilities.

ARTICLE VIII — SELLER'S LIABILITY — Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death), and / or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by Seller, its agents, employees, subcontractors, and consultants, save and except liability as may result from or be in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of the City of Santa Barbara. Seller shall indemnify and hold harmless the City of Santa Barbara, its officer, agents and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any alleged personal injury or damage and shall pay any damage costs and expenses including attorney's fees in connection with or resulting from such suit or action.

ARTICLE IX — PATENT INDEMNITY — Seller agrees to indemnify the City of Santa Barbara, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability arising pursuant to Section 183 U.S. Code, Title 35 (1952). prior to issuance of Letters Patent) occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the City of Santa Barbara of items manufactured or supplied under this order.

ARTICLE X — ASSIGNMENT — This order is assignable by the City of Santa Barbara. This order except as to the payment due hereunder is not assignable by Seller without written approval of the City of Santa Barbara.

ARTICLE XI — GOVERNING LAWS — This Purchase Order is made in the State of California and shall be governed and construed in accordance with the laws of the State of California.

ARTICLE XII — COMPLIANCE WITH LAWS — Seller warrants that it will comply with all Federal, State, and Local regulations, laws, ordinances, and rules applicable to its performance under this Purchase Order, including without limitation, the Fair Labor Standards Act of 1938, as amended, the Americans with Disabilities Act of 1990, as amended, and the non-discrimination provisions in Title 9 of the Santa Barbara Municipal Code.

THIS PURCHASE ORDER IS EXEMPT FROM ANY APPLICABLE EXCISE TAX.

City of Santa Barbara
Community Development Block Grant (CDBG)
Bid Results

Agency: _____

Summary of bids for _____ Project No. _____
(Project Name)

Bid Opening Date: _____

| Bidders | Total Bid/Quote |
|---------|-----------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Submit this form along with copies of all bids received to CDD-CDBG office as soon as a contractor is selected.

Please note: Construction cannot begin until a preconstruction conference has been held and you have received the NOTICE TO PROCEED.

City of Santa Barbara
Community Development Block Grant Program

| | |
|----------------|--|
| Invoice No. | |
|----------------|--|

SUBGRANTEE'S REQUEST FOR REIMBURSEMENT

Subgrantee Name: _____

Contractor Name: _____

Project Name/Address: _____

Contract Amount: _____ Retention Amount (5%)*: _____

| Item # | Description | Unit Amount | Total |
|--|-------------|-------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Sub Total | | | |
| Reimbursed To Date (enter as negative) | | | |
| REIMBURSEMENT AMOUNT | | | |

* Project cannot be billed at more than 95% of contract amount. Retention will be released 35 days after notice of completion is recorded and all City requirements have been satisfied.

I certify that the amount requested was expended for the above-mentioned project as evidenced by the attached contractor invoice for work and/or materials.

Subgrantee: _____ Date: _____

APPROVED FOR PAYMENT:

CDBG Staff: _____ Date: _____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(D)(1)

Upon receipt by the undersigned of a check from _____ In the sum of _____
(Amount of check) (Payee or Payees of check) (Maker of Check)
payable to _____ and when the check has
been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of

_____ (Owner)
located at _____
(Job Description)
to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished

to _____ through _____ only and
(Your Customer) (Date)
does not cover any retentions retained before or after the release date: extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanics' lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

By:

(Company name)

(Signature)

(Title)

Dated: _____

NOTE: CIVIL CODE 3262(D)(1) PROVIDES: Where the claimant is required to execute a waiver and release in exchange or , or in order to induce a payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

CALIFORNIA CIVIL CODE SECTION 3262(D)(3)

Upon receipt by the undersigned of a check from _____ In the sum of
(Maker of Check)
_____ payable to _____ and when the check
(Amount of check) (Payee or Payees of check)
has properly endorsed and has been paid by the bank upon which it is drawn, this document shall become
effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of

_____ located at _____
(Owner)
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment,
or material furnished on the job, except for disputed claims for additional work in the
amount of \$ _____. Before any recipient of this document relies on it,
the party should verify evidence of payment to the undersigned.

Dated: _____

By:

(Company name)

(Signature)

(Title)

NOTE: CIVIL CODE 3262(d)(3) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce a payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

**CITY OF SANTA BARBARA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Capital Construction Project Status Report

Subgrantee Agency: _____ **Project #:** _____

Activity/Program Name: _____

Activity Location: _____ **Grant Amount: \$** _____

Construction Status (attach additional pages as necessary):

A. Please list the project and/or construction activities that have been started or completed to date.

B. Please itemize the expenditures of CDBG funds made on this project to date.

C. Please list the project and/or construction activities that still need to be completed.

D. Anticipated date of completion? _____ **If job has been delayed, provide detailed explanation.**

The undersigned hereby certifies current status and that \$ _____ has been expended to date for the above named Project.

Signature _____ Date _____
Project Supervisor

Deliver to City of Santa Barbara Administration, Housing and Human Services Division, 630 Garden St. 2nd Floor,
or mail to P.O. Box 1990, Santa Barbara, Ca. 93102.

Subgrantee Agency Project Close Out Report

10. Completion date?

**CITY OF SANTA BARBARA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Subgrantee Agency Project Close Out Report

11. Number of Households or Persons Assisted (please specify "H" or "P")

| RACE/ETHNICITY | Unduplicated Year to Date (All) | Unduplicated Year to Date (Hispanic) |
|--|--|---|
| White | | |
| Black/African American | | |
| Asian | | |
| American Indian or Alaska Native | | |
| Native Hawaiian or Other Pacific Islander | | |
| American Indian or Alaska Native AND White | | |
| Asian AND White | | |
| Black/African American AND White | | |
| American Indian /Alaska Native AND Black/African American | | |
| GRAND TOTAL RACE/ETHNICITY | | |
| AGE | Unduplicated Year to Date | |
| 0-18 | | |
| 19-62 | | |
| 63+ | | |
| GENDER | Unduplicated Year to Date | |
| Female | | |
| Male | | |
| INCOME LEVEL | Unduplicated Year to Date | |
| Extremely Low Income 0-30% of MFI | | |
| Low Income 31-50% of MFI | | |
| Moderate Income 51-80% of MFI | | |
| Above Moderate Income 81% + of MFI | | |
| OTHER CHARACTERISTICS | Unduplicated Year to Date | |
| Total Female Headed Households | | |
| Individuals w/ Disabilities | | |
| HOMELESS | Unduplicated Year to Date | |
| TOTAL HOMELESS* | | |
| # Homeless Individuals | | |
| # Homeless Families | | |
| # Chronically Homeless** | | |
| TOTAL UNDUPLICATED CLIENTS | | |

* Homeless individuals & families who have been assisted with transitional and permanent housing.

** Individuals that have lived in a shelter or on the streets for the last year or have had four episodes of Homelessness in the past 3 years

**CITY OF SANTA BARBARA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Subgrantee Agency Project Close Out Report

12. Financial Summary (CDBG funds only):

| Name | Budgeted | Total Spent | Balance |
|---------------------------|----------|---------------------------|---------|
| Salary: | | | |
| Salaries | | | |
| Group Insurance | | | |
| Worker's Comp Ins. | | | |
| Retirement | | | |
| Unemployment Ins. | | | |
| | Total | Total | Total |
| Supplies/Services: | | | |
| Insurance & Bonds | | | |
| Office Supplies | | | |
| Program Supplies | | | |
| Prof. Services | | | |
| Communication | | | |
| Electricity & Gas | | | |
| Bldg & Prop Rent | | | |
| Equip & Rental | | | |
| Travel/Training Mileage | | | |
| Rental Assistance | | | |
| Economic Dev | | | |
| | Total | Total | Total |
| Capital Outlay: | | | |
| Construction Bldg | | | |
| Bldg Improvements | | | |
| Furniture & Equip | | | |
| Land Acquisition | | | |
| | Total | Total | Total |
| | | Total Expended: \$ | |
| | | Total Balance: \$ | |

Leveraged non-CDBG funds (if any)

| Source | Amount |
|--------------|-----------|
| | \$ |
| | \$ |
| | \$ |
| Total | \$ |