

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Planning & Community Development  
Urgent \_\_\_\_\_ Routine X

BOARD AGENDA # \*D-1  
AGENDA DATE: February 27, 2001

CEO Concurs with Recommendation YES \_\_\_\_\_ NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT:

APPROVAL OF CONTRACT AWARD FOR IMPLEMENTATION OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 00-STBG-1481 - HOUSING REHABILITATION

STAFF RECOMMENDATION:

1. AWARD A NOT TO EXCEED CONTRACT TO SELF HELP ENTERPRISES IN THE AMOUNT OF \$105,300 TO IMPLEMENT AND ADMINISTER THE 2000 COMMUNITY DEVELOPMENT BLOCK GRANT AND \$438,700 FOR HOUSING REHABILITATION;
2. AUTHORIZE THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT TO ACT ON COUNTY'S BEHALF IN ALL MATTERS PERTAINING TO THIS CONTRACT; AND,

(Staff Recommendation Continued on Page 2)

FISCAL IMPACT:

There will be a \$105,300 fiscal impact to grant funds for purposes of administration. There will be a \$438,700 fiscal impact to grant funds for purposes of housing rehabilitation. These funds have been budgeted within the grant award. There will be no fiscal impact to the General Fund in the award of this contract.

BOARD ACTION

No. 2001-145

On motion of Supervisor Caruso, Seconded by Supervisor Simon  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended

Motion:



File No.

ATTEST: REAGAN M. WILSON, Clerk By: Deputy

SUBJECT: APPROVAL OF CONTRACT AWARD FOR IMPLEMENTATION OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 00-STBG-1481 - HOUSING REHABILITATION

PAGE 2

**STAFF  
RECOM-  
MENDATION  
CONTINUED:**

3. AUTHORIZE THE AUDITOR/CONTROLLER TO ESTABLISH THE NECESSARY BUDGET INDEX AND APPROPRIATIONS.

**DISCUSSION:**

In November 2000, letters or proposer packages were sent to firms that expressed an interest in participating in the competitive bid process regarding the implementation of Stanislaus County's 2000 Community Development Block Grant - Housing Rehabilitation Program.

Further, in January 2001, the County advertised in the Modesto Bee the announcement that proposals would be accepted from those interested in implementing the program. One response was received. The Purchasing Department was satisfied that the Request for Proposal process was successfully implemented and concluded. Additionally, the State Housing and Community Development Department has approved a sole source award based on steps taken, but resulting in one response.

The response received was submitted by Self-Help Enterprises (S.H.E.), Visalia. This agency has a successful history of implementation relating to projects funded by the State Department of Housing and Community Development and local redevelopment agencies. Since 1974, S.H.E. has rehabilitated over 4,700 homes, built almost 5,000 homes and provided construction oversight to more than 17,750 sewer and water connections throughout the Valley.

The cost portion of the proposal is within the categorical limits of the budget prepared and submitted as part of the grant application. Accordingly, this contract award is in accordance with State Grant No. 00-STBG-1481.

**POLICY  
ISSUES:**

This contract will implement an activity (Housing Rehabilitation) that responds to the Board priority of Healthy and Safe communities.

**STAFFING  
IMPACT:**

Current staff has been assigned this program.

**Attachment Available From Clerk**

AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES

2001 MAR 27 A 10:32

This Agreement is made and entered into this 23<sup>rd</sup> day of March, 2001, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County", and Self-Help Enterprises, a California nonprofit corporation, hereinafter referred to as "SHE".

INTRODUCTION

WHEREAS, County has applied for and received a grant from the State of California Department of Housing and Community Development, hereinafter called "HCD", to rehabilitate substandard homes, said grant being designated as Community Development Block Grant (CDBG) No. 00-STBG-1481, hereinafter referred to as "Project"; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development of new housing and related community facilities and through the repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to administer CDBG programs; and

WHEREAS, SHE did meet the requirements as outlined by HCD and County procurement guidelines, and was selected to be the contractor by County for the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SHE RESPONSIBILITY:

SHE shall effect the rehabilitation of housing units in Project Area in accordance with Project guidelines and goals, as adopted by County and included in the grant application which is on file in the offices of the Department of Planning and Community Development and included herein by reference, through the following activities:

- a. Outreach
  - i. Provide outreach services to locate eligible applicants
- b. Loan Packaging
  - i. Prepare loan or grant documents on qualified applicants and assist them to access supplementary sources of loans or grants;
  - ii. Submit completed loan or grant document package to County for approval in conformance with Project guidelines;
  - iii. Prepare all loan or grant closing documents and ensure proper closing;
  - iv. Transfer original participants' files to County upon completion and closeout of each rehabilitation project.
- c. Construction Monitoring
  - i. Recommend type of work to be performed and prepare

- necessary plans to accomplish that work;
  - ii. Assist owners to obtain bids from and select qualified contractors to perform authorized rehabilitation work;
  - iii. Provide technical support and assistance to owners who will perform the actual rehabilitation work themselves;
  - iv. Monitor the work of authorized contractors and subcontractors, and verify completion of work prior to payment;
  - v. Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by County Building Department.
- d. Administration
  - i. Provide monthly reports to County on progress and performance in relation to Project;
  - ii. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement. Retain such records and documents for a period of three (3) years after the completion of the final Project audit by County;
  - iii. Provide County with necessary technical assistance in the implementation and administration Grant Agreement;
  - iv. Prepare and submit to County reports necessary to comply with HCD requirements;
  - v. Perform work defined under this Agreement in a timely manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions;
  - vi. Subject to a subsequent agreement, SHE will service loans and grants upon completion of rehabilitation work.
- e. Provide the County, on behalf of the Department of Housing and Community Development (HCD) or its delegatee, the right to review, obtain, and copy all records pertaining to performance of the contract; agrees to provide HCD or its delegatee with any relevant information requested and shall permit HCD or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records and accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with PCC § 10115 et seq., GC § 8546.7 and 2 CCR § 1896.60 et seq. SHE further agrees to maintain such records for a period of three (3) years after final payment under the contract. SHE shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

2. COUNTY RESPONSIBILITY:

County shall be responsible to:

- a. Review and approve loan or grant document packages for applicants who are determined by SHE to be qualified for rehabilitation services in accordance with Project guidelines in effect at the time of document approval;
- b. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.
- c. Monitor this contract for conformity with its State contract.

3. STATUS OF SHE:

- a. All acts of SHE, its agents, officers, employees, and all others action on behalf of SHE relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. It is understood by both SHE and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
- b. SHE, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of County.
- c. SHE shall determine the method, details, and means of performing the work and services to be provided by SHE under this Agreement. SHE shall be responsible to County only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of SHE in fulfillment of this Agreement. SHE has control over the manner and means of performing the services under this Agreement. SHE is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, SHE has the responsibility for employing other persons or firms to assist SHE in fulfilling the terms and obligations under this Agreement.
- d. If in the performance of this agreement any third persons are employed by SHE, such persons shall be entirely and exclusively under the direction, supervision, and control of SHE. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by the SHE.

4. COMPENSATION

- a. County shall pay SHE as set forth in Exhibit "A."
- b. Except as expressly provided in Exhibit "A" of this Agreement, SHE shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

- c. County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to SHE under the terms and conditions of this Agreement. Issuance of all tax forms and payment of all taxes and other assessments on such sums on behalf of SHE or SHE's employees are the sole responsibility of SHE.

5. **METHOD OF PAYMENT**

County shall pay SHE for services rendered under this Agreement.

- a. SHE shall invoice County for Project services provided in performance of this Agreement as follows:
  - i. Activity Delivery charges for staff services are to be billed on an hourly basis at current SHE charge rates. See Exhibit A;
  - ii. Third party charges such as market value appraisals, title reports and pest control reports, not chargeable to a participant loan or grant, are to be billed to Activity Delivery at actual cost;
  - iii. Loan and grant funds shall be requested as needed.

6. **INSURANCE AND HOLD HARMLESS**

- a. If SHE utilizes a motor vehicle in performing any of the work or services identified in Section 1 above, SHE shall procure and maintain in force throughout the duration of this Agreement auto liability insurance policy with minimum coverage levels of \$300,000 per occurrence combined single limit for bodily injury liability and property damage liability. The coverage shall include all SHE-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement. A certificate of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by SHE. The policy shall contain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County.
- b. SHE, its agents, officers and employees shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the performance of this Agreement by SHE or SHE's agents, officers, or employees. SHE's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. SHE's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of SHE, its agents, employees, supplier, or any one directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

- c. SHE's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for SHE to procure and maintain a policy of insurance.
- d. To the extent permitted by law, County shall defend, indemnify, and hold harmless SHE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or wrongful acts of County, its officers, or employees.
- e. SHE shall provide Workers' Compensation insurance coverage in the legally required amount for all SHE's employees utilized in providing work and services pursuant to this Agreement.

#### 7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Where required, SHE shall comply with, and require contractors and subcontractors to comply with each of the following:

- a. Federal, State and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to the Project. See Exhibit B, Standard Contract Language - All Contracts;
- b. The Davis-Bacon Act (40-U.S.C. 276 am et seq.) As supplemented by Department of Labor Regulations (29 CFR, Part 5);
- c. Copeland "Anti-Kickback" Act (18 U.S.C. 874 et seq.) As supplemented by Department of Labor Regulations (29 CFR, Part 3);
- d. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by Department of Labor Regulations (29 CFR, Part 5);
- e. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.);
- f. Executive Order 11246 and all implementing regulations of the Department of Labor;
- g. All applicable laws, ordinances and codes of the County and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations;
- h. During the performance of this Agreement, SHE, its agents, officers and employees shall not unlawfully discriminate in violation of any Federal, State, or local law, rule or regulation against any employee, applicant for employment, or person receiving services under this Agreement because

of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex. SHE and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. SHE shall also abide by the Federal Civil Rights Act of 1964 (PL 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. SHE further agrees to abide by the County's nondiscrimination policy.

i. All applicable language as set forth in Exhibit B.

**8. CONFLICT OF INTEREST**

No officer, employee or agent of SHE shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed under this Agreement. SHE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

**9. ANTI-LOBBYING CERTIFICATION**

The undersigned certifies that to the best of his or her knowledge or belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

**10. TERM OF CONTRACT**

- a. The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed.
- b. Should SHE default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to SHE.



11. ASSIGNMENT

This is an agreement for the services of SHE. County has relied upon the skills, knowledge, experience, and training of SHE, and employees of SHE as an inducement to enter into this Agreement. SHE shall not assign or subcontract this Agreement without the express written consent of County. Further, SHE shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. TERMINATION

- a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by the County to SHE and not expended by SHE shall be returned to the County within thirty (30) days after the termination of this Agreement. Any funds due SHE will be forwarded by County to SHE. County expressly reserves the right to demand of and take action to collect from SHE the repayment to County of any funds disbursed to SHE, not previously approved by the County, under this Agreement. SHE agrees to promptly refund any such funds upon demand.
- b. County may terminate this Agreement at any time if it determines that one or more of the following conditions exist:
  - i. An illegal or improper use of funds by SHE;
  - ii. SHE fails to comply with any term or condition of this Agreement;
  - iii. SHE improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from County that one or more of the above conditions exist, SHE shall prepare and submit to County within thirty (30) days a proposal for the correction of such conditions. If SHE fails to submit such a proposal or otherwise fails to properly perform this Agreement after notification as herein above set forth, County may serve SHE with written notice of the termination of this Agreement. In the event of such termination, County shall be liable only for allowable services rendered prior to such termination, but County shall not be liable for any services that are not performed in accordance with the terms of this Agreement.

14. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

15. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity

16. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which SHE or County shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County of Stanislaus  
Department of Planning  
1010 10th Street  
Modesto, CA 95354  
Attention: Jim Duval \_\_\_\_\_

Self-Help Enterprises  
P.O. Box 351  
Visalia, CA 93279-0351

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

EXECUTED THIS 23<sup>rd</sup> DAY OF March, 2001.

APPROVED AS TO FORM: E. Vernon Seeley  
E. Vernon Seeley  
Assistant County Counsel

COUNTY OF STANISLAUS

CONTRACTOR

By: [Signature]

By: [Signature]

Title: PLANNING DIRECTOR

Title: Peter N. Carey  
Executive Director

Dated: 3/23/01

Dated: 3.15.01

**RFP PRICING****SELF-HELP ENTERPRISES' RESPONSE TO RFP NO. 00-38KW**

Self-Help Enterprises (SHE) proposes to provide the County of Stanislaus with all services necessary to implement the 2000 Community Development Block Grant (CDBG) housing rehabilitation program, within the compensation budget shown below. SHE estimates that 16 units will be completed at an average price of \$27, 419 per unit. SHE will collect and provide the data necessary for the County of Stanislaus to fulfill reporting requirements for the Community Development Block Grant program. Should the County desire SHE to take over a greater portion of the General Administration functions in the future, we will renegotiate the budget at that time.

**BUDGET****CDBG**

<b>General Administration (subject to negotiation) <sup>1</sup></b>	<b>\$ 9,000</b>
<b>Activity Delivery</b>	<b><u>96,300</u></b>
<b>Total Compensation Budget</b>	<b>\$ 105,300</b>

<sup>1</sup> General Administration is billed to the County on a flat rate basis prorated monthly over the life of the project, from the month funds are available through the expiration of the State grant agreement.

<sup>2</sup> Activity Delivery charges will be billed on an hourly basis according to the current SHE charge rates. Billings are based on the hours and charge rate of the specific staff members providing the service.

**CHARGE RATE SCHEDULE 2000-2001**

<u>Position Title</u>	<u>Charge Rate Range</u>
Administrative Analyst I	35.54 – 43.78
Administrative Analyst II	39.36 – 48.90
Construction Supervisor I	32.24 – 39.36
Construction Supervisor II	35.54 – 43.78
Construction Superintendent	40.75 – 50.77
Housing Specialist II	39.36 – 48.90
Loan Specialist I	30.31 – 36.76
Loan Specialist II	32.24 – 39.26
Preconstruction Supervisor	38.02 – 47.12
Program Manager	50.77 – 64.21
Assistant Program Manager	48.90 – 61.68
Project Coordinator II	45.40 – 56.98

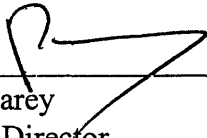
Current Charge Rates are effective July 1, 2000 through June 30, 2001. Charges incurred after June 30, 2001 will be billed according to the respective subsequent calendar schedules. Rates are all inclusive, i.e., they include not only salary and benefits, but travel and overhead including routine clerical support, office expense, space, telephone, etc. Certain pass-through costs such as PIRT's and appraisals will be billed separately and in addition to these charge rates.

**RFP PRICING**

SELF-HELP ENTERPRISES' RESPONSE TO RFP NO. 00-38KW

**Rehab financing, estimated at a total of \$438,700, will be disbursed on behalf of the County of Stanislaus, and is not considered compensation to SHE.**

SELF-HELP ENTERPRISES



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Peter N. Carey  
Executive Director

## **STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS**

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Exhibit B

**STANDARD CONTRACT LANGUAGE -  
CONSTRUCTION OVER \$10,000**

**FEMALE AND MINORITY GOALS AND TIMETABLES**

The following goals and timetables for female utilization shall be included in all Federal and Federally-assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or Federally-assisted construction contract or subcontract.

**AREA COVERED**  
(Goals for females apply nationwide)

<u>Timetable</u>	<u>Goal</u>
From April 1, 1981, until further notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally-assisted, or non-Federally related project, contract, or subcontract.

Construction contractors participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix.

**ECONOMIC AREAS**

<u>Area Covered</u>	<u>Goal Percent</u>
Redding Economic Area Lassen County, Modoc County, Plumas County, Shasta County, Siskiyou County, Tehama County	6.8%
Eureka Economic Area  Del Norte County, Humboldt County, Trinity County	6.8%

San Francisco-Oakland-San Jose Economic Area	
Monterey County	28.9%
Alameda County, Contra Costa County, Marin County, San Francisco County, San Mateo County	25.6%
Santa Clara County	19.6%
Santa Cruz County	14.9%
Sonoma County	9.1%
Napa County, Solano County	17.1%
Lake County, Mendocino County, San Benito County	23.2%
Mono County	24.6%
Sacramento Economic Area	
Placer County, Sacramento County, Yolo County	16.1%
Butte County, Colusa County, El Dorado County, Glenn County, Nevada County, Sierra County, Sutter County, Yuba County	14.3%
Stockton-Modesto Economic Area	
Stanislaus County	12.3%
San Joaquin County	24.3%
Alpine County, Amador County, Calaveras County, Mariposa County, Merced County, Tuolumne County	19.8%
Fresno-Bakersfield Economic Area	
Kern County	19.1%
Fresno County	26.1%
Kings County, Madera County, Tulare County	23.6%
Los Angeles Economic Area	
Inyo County, San Luis Obispo County	24.6%
Los Angeles County	28.3%
Orange County	11.9%
San Bernardino County	19.9%
Santa Barbara County	19.7%
Ventura County	21.5%
San Diego Economic Area	
Imperial County	18.2%
Riverside County	19.0%
San Diego County	16.9%



**STANDARD CONTRACT LANGUAGE:  
ALL CONTRACTS AND SUBCONTRACTS**

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract

unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE -  
CONSTRUCTION OVER \$10,000**

A. Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be

declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to

comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and

which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees



at least once a year; and by posting the company EEO policy on bulletin

boards accessible to all employees at each location where construction work is performed.

- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the

EEO policy and the contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is

a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,\* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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\*Parking lots, drinking fountains, recreation or entertainment areas.