

ATTACHMENT "D"
CDH CONSTRUCTION CONTRACT
PROVISIONS

ATTACHMENT “D”

TABLE OF CONTENTS

| | |
|--|-------------|
| Construction Contract Provision Definitions..... | page 1 |
| Bid Package INSERTS and Contract INSERTS | page 2 |
| Required Documents Checklist..... | page 3 |
| Federal Labor Standards Provisions (HUD 4010 form)..... | pages 4-7 |
| Contractor's Certification of Compliance with Davis-Bacon and Related Acts..... | page 8 |
| Minority and Women Owned Business Enterprise Participation..... | pages 9-10 |
| Section 3 Report - Contracts of \$100,000 or more..... | page 11 |
| Certification of Bidder Regarding Equal Employment Opportunity..... | page 12 |
| Certification of Subcontractor Regarding Equal Employment Opportunity..... | page 13 |
| Federal Prevailing Wage Decision..... | page 14 |
| Affirmative Action Compliance Guidelines..... | pages 15-22 |
| Equal Employment Opportunity (EEO) Clauses and EEO Construction Contract Provisions..... | page 23 |
| Section ‘3’ Clause..... | page 24 |
| Certification of Compliance with Air & Water Acts..... | page 25 |
| Additional Required Documents & Sample Documents..... | pages 26-39 |

CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

The following are definitions of State and Federal provisions/documents for federally-assisted projects. Please refer to the "Required Documents Checklist" for any documents to be completed and submitted for this project.

Affirmative Action Compliance Guidelines For Construction or Non-Construction Contractors - Generally, affirmative action requirements apply to contracts and subcontracts in excess of \$10,000. This document provides guidelines to help contractors meet affirmative action and equal employment opportunity requirements set forth in Federal regulations 41 CFR 60.

Bid Bond - A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid. A sample form is included under "Example Documents" of the Attachment "D".

Certificate of Owner's Attorney - This certificate is to be completed by the owner's attorney when applicable. A sample form is included under "Example Documents" of the Attachment "D".

Certification of Bidder Regarding Equal Employment Opportunity - This certification is required by Federal Law (41 CFR 60) and must be completed by the prime contractor and submitted to the CITY/COUNTY prior to the pre-construction meeting.

Certification of Compliance with Air and Water Acts - The prime contractor and all subcontractors must comply with this certification when the contract exceeds \$100,000.

Certification of Proposed Subcontractor Regarding Equal Employment Opportunity - This certification must be completed by all subcontractors and submitted to the prime contractor for submittal to the CITY/COUNTY prior to the pre-construction meeting.

Contractor's Certification of Compliance with Davis-Bacon and Related Acts - This certification is required by federal law (29 CFR 5) and must be completed by the prime contractor and submitted to the CITY/COUNTY.

Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions - These provisions are to be inserted in all applicable federally-assisted contracts and subcontracts.

Federal Labor Standards Provisions (HUD 4010 form) - These provisions set forth the federal labor requirements for contractors working on a federally-assisted construction projects in which the prime contract exceeds \$2,000. The prime contractor and all subcontractors are required to pay their laborers and mechanics working onsite a wage not less than the highest wage for the work classification specified in both the Federal and State Wage Decisions when the contract amount for the prime contractor exceeds \$2,000. The prime contractor is responsible for including these provisions in all subcontracts.

Federal Prevailing Wage Decision - The Federal Wage Decision contains the federal wage rates for heavy construction projects within the County of San Bernardino. A copy of the decision is included in the bid package and can also be found at <http://www.gpo.gov/davisbacon/ca.html>. The wage decision that applies to the project is the one in effect 10 days prior to the bid opening date.

Labor and Materials Bond - This payment bond guarantees that employees/subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor & Materials Bond must be at least one hundred percent (100%) of the contract price and must be submitted to the CITY/COUNTY upon award of the contract.

Minority and Women-Owned Business Enterprise Participation Form - This form contains data collected by the U.S. Department of Housing and Urban Development and must be completed by the prime contractor and submitted to the CITY/COUNTY prior to the pre-construction meeting.

Performance Bond - This bond guarantees the contractor's performance under the terms of the construction contract and must be at least one hundred percent (100%) of the contract price and submitted to the CITY/COUNTY following award of the contract.

"Section 3" - This law applies to construction contracts exceeding \$100,000, on projects funded by the U.S. Department of Housing and Urban Development (HUD). To the greatest extent feasible, contractor(s) and subcontractor(s) must attempt to become a Section 3 business. A Section 3 business is one owned by a low-income person, a business of which 30% of the workforce is comprised of low-income individuals, or a business that contracts 25% of its work to Section 3 businesses.

BID PACKAGE INSERT - NOTICE INVITING BIDS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

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

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

BID PACKAGE INSERT - INSTRUCTIONS TO BIDDERS

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:

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

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

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

Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity - The bidder's attention is called to the "Equal Opportunity Clause and "Standard Federal Equal Employment Specifications" contained in the bid package. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractors aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

INSERT – CONSTRUCTION CONTRACT

Federal Labor Standard Provisions (HUD 4010 form) apply to this project and are attached.

REQUIRED DOCUMENTS CHECKLIST

REQUIRED PRIOR TO CONTRACT AWARD

- 1. **Bid Package** signed by contractor or letter stating that the project specifications document is part of the contract
- 2. **Signed Partnership Agreement** (if applicable)
- 3. **Bid Bond**

REQUIRED PRIOR TO PRECONSTRUCTION MEETING

- 4. **Executed Contract/Purchase Order** NOTE: HUD form 4010 must be attached to contract
- 5. **Bonds** (performance/ payment or labor and material bonds)
- 6. **Completed "Minority and Women Owned Business Enterprise Participation" form**
- 7. **Completed Bidder/Subcontractor's Certification regarding Equal Employment**
- 8. **Section 3 Report** (Applies to contracts of \$100,000 or more)
- 9. **Signed Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements**

REQUIRED DURING CONSTRUCTION

- 10. **Weekly Certified Payrolls**
- 11. **Statement of Authorization** (required if payrolls are certified by someone other than the owner or corporate officer)*
- 12. **Fringe Benefit Statement** (required if employee benefits are paid to a trust/ fund)*

**Note: These forms are located in the "Additional Required Documents/ Sample Documents" section of Attachment "D" and will be discussed by County CDH staff at the preconstruction meeting*

Federal Labor Standards Provisions

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

Applicability

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

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(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 12150140.)

(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 12150140.)

(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 I(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 I(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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 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 of 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 only 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 he or she 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 subpara-

graph (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 sub paragraph (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 only 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, 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 subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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

I, _____, as Prime Contractor for

Project:

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

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

IF THE COMPANY IS A CORPORATION, CORPORATE OFFICERS ARE AS FOLLOWS:

President

Vice-President

Secretary/ Treasurer

Signature, Prime Contractor

Title (Owner or President)

Date

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION (Continued)

3) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

4) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

5) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

6) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

7) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

8) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

9) _____
 Subcontractor's Name Address _____

_____ Federal I.D. Number CITY _____ State _____ Zip Code _____
 \$ _____ Minority owned/controlled? Yes No
 If so, what Minority? _____
 Subcontract Bid Amount Female owned/controlled? Yes No

Section 3 Report - Contracts over \$100,000

Project Name/Number: _____

Prime Contractor Name/Address/Phone Number: _____

Please check the contract type: Construction Non-Construction

Under Section 3 of the Housing and Urban Development Act of 1968, as amended (the Act), **the County of San Bernardino is directed to awarded a portion of all construction contracts of \$100,000 or more, on projects funded by the Department of Housing and Urban Development (HUD), to Section 3 businesses. A Section 3 business: 1) is at least 51% owned by a low-income person, or 2) has a workforce comprised of at least 30% low-income persons, or 3) subcontracts at least 25% of its work to Section 3 businesses. Contractors with contracts over \$100,000 must show a good faith effort to become a Section 3 business.**

The prime contractor must complete the following. Numbers should reflect information from the prime contractor and all subcontractors working on the project.

| Job Category | # of new hires for the project | # new hires that are low-income | % of total staff hours worked by new hires who are low-income | % of staff hours worked by low-income employees and trainees (including new hires) | # of low-income employees and trainees |
|-------------------------------|--------------------------------|---------------------------------|---|--|--|
| Professionals | | | | | |
| Technicians | | | | | |
| Office/Clerical | | | | | |
| Construction By Trade (List): | | | | | |
| 1. Trade | | | | | |
| 2. Trade | | | | | |
| 3. Trade | | | | | |
| 4. Trade | | | | | |
| 5. Trade | | | | | |
| 6. Trade | | | | | |
| 7. Trade | | | | | |
| Other (List) | | | | | |

Please check one of the following:

- I am a Section 3 business
- I am not a Section 3 business
- I am working towards becoming a Section 3 business

If you checked the 3rd box above, please check efforts made to become a Section 3 business:

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies.
- Participated in a HUD program, which promotes the training and employment of low-income residents
- Participated in a HUD program which promotes the award of contracts to Section 3 businesses
- Coordinated with HUD Youth Build programs
- Other efforts made (describe):

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name: _____

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address & Zip Code _____

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).
Yes No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes No (*If answer is yes, identify the most recent contract.*)

(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.

1. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.
Yes No None required

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

Name and Title of Signer (*Please Type*)

Signature

Date

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor: _____

Project Name: _____

INSTRUCTIONS

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

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

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address & Zip Code: _____

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).
Yes No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes No (*If answer is yes, identify the most recent contract.*)

(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.
Yes No None required

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

Name and Title of Signer (*Please Type*)

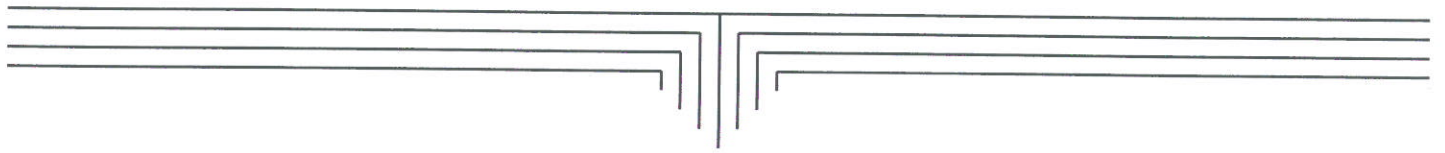
Signature

Date

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

Insert Davis-Bacon Wage Determination

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



AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

These Affirmative Action Compliance Guidelines have been designed to provide contractors with information necessary to comply with Federal regulations found under Title 40, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with Federal regulations regarding Affirmative Action for federally-assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

A. The Affirmative Action program embodies the following principals:

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. The implementing entity is committed to insuring that there be no discrimination by vendors, contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
3. Contractors and subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:

1. Personnel affirmative action in recruitment, hiring, and promotion is required by contractor and subcontractors who have entered into a federally-assisted construction or nonconstruction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
2. Contractors and subcontractors who enter into a CONSTRUCTION CONTRACT in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

C. Affirmative Action Plan requirements for NONCONSTRUCTION Contractors:

3. All contractors who have entered into a NONCONSTRUCTION CONTRACT and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ fifty (50) or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
4. All subcontractors rendering services or supplies to a contractor in the amount of \$50,000.00 or more and employ fifty (50) or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

C. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
2. Contracts for Work outside the United States
3. State and Local Governments
4. Contracts with certain educational institutions
5. Work on or near Indian Reservations
6. Specific contracts and facilities found exempt by Deputy Assistant Secretary
7. National security contracts

Any contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

II. SATISFYING AFFIRMATIVE ACTION PLAN

A. Affirmative Action Plan requirements for NONCONSTRUCTION contractors can be met through the following:

1. Completing a Contract Compliance Qualifying Report for Nonconstruction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/ Sample Documents" section of Attachment "D" of the bid package).
2. Completing a contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy ((refer to the form found in the "Additional Required Documents/ Sample Documents" section of Attachment "D" of the bid package).
3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10

DEFINITIONS

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

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

- B. "Affirmative Action Plan" is a written affirmative plan required of contractors and subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.
- C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a contractor.
- D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.
- E. "Contractor" means a prime contractor or subcontractor.
- F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;
- G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;
- H. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the contractor or subcontractor.
- I. "Employer Identification Number" means the Federal Social Security Number;
- J. "Handicapped Status" means any person who:
 - 1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
 - 2. Has a record or such impairment or,
 - 3. Is generally regarded as having such an impairment.
- K. "Employer Identification Number" means the Federal Social Security Number;
- L. "Handicapped Status" means any person who:
 - 1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
 - 2. Has a record or such impairment or,
 - 3. Is generally regarded as having such an impairment.
- M. "Implementing Entity" means public jurisdiction who is administering the contract.
- N. "Minority" includes:
 - 1. Black (all persons having origins in any 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 or 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 India or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).
- O. "Nonconstruction Contract" means any contract that does not fall within the definition of "Construction Contract".
- P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.
- Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- S. "Vietnam-Era Veteran" means a person who:
 - 1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
 - 2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

T. Violation and Appeal Procedure.

1. A contractor found in violation of equal opportunity/ affirmative action laws will shall be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that complaint to the contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.
2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall:
 - 1) specifically admit, explain, or deny, each of the allegations of the complaint unless the defendant is without knowledge, or
 - 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead

specifically to an allegation of the complaint shall constitute an admission of such allegation.

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

EQUAL OPPORTUNITY CLAUSES

The contractor and subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally-assisted contract. Each nonexempt prime contractor shall include equal employment opportunity clauses in each of its nonexempt subcontractors.

EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965. and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract

is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- (3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings, which occur and are filled

outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

- (7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.
- (8) As used in this clause:
 - a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three (3) days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - b. "Appropriate office of the State employment service system" means the local office of the Federal - State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
 - d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- (9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- (12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (14) Collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (15) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.
- (5) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
PROVISIONS (EXECUTIVE ORDER 11246, PURSUANT TO 41 CFR 60-4.3 (a))

(Insert Text)

Minority Goals

The goal for the utilization of women employees on federally-assisted construction contracts is set at 6.9%

The goal for the utilization of minorities, based on the Standard Metropolitan Statistical Area (SMSA) for Riverside/ San Bernardino County is 19%. The goals can be found in 41 CFR 60.4, and in the DOL Technical Assistance Guide for Federal Construction Contractors.

“SECTION 3” CLAUSE

3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The contractor will not subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to

fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

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

*ADDT'L REQUIRED
DOCUMENTS
AND
SAMPLE DOCUMENTS*

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

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

PROJECT NAME: _____

PROJECT NUMBER: _____

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

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

Payroll Officer (Name)

Payroll Officer (Signature)

(Contractor/Subcontractor)

by _____
(Signature)

(Title)

(Date)

(Contractor/Subcontractor License No.)

STATEMENT OF COMPLIANCE

Date _____

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

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

| | |
|---|-----------|
| EXCEPTIONS (CRAFT) | |
| | |
| | |
| | |
| | |
| Remarks | |
| Name and Title | Signature |
| <p>The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.</p> | |

Form WH-348 (1/68) Purchase this form directly from the Supt. of Documents

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

Contractors who pay all required fringe benefits:

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

Contractors who pay no fringe benefits:

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

Use of Section 4(c) Exceptions

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

SAMPLE - AFFIRMATIVE ACTION PLAN 1 - INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE QUALIFYING REPORT

I. JOB CATEGORY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. CURRENT WORK FORCE

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

- A. Total number of employees: The contractor is to fill out the total number of persons currently employed in each job category.
- B. Black: The contractor is to place the current number of Black employees in each box in this column for each job category.
- C. Hispanic: The contractor is to place the current number of employees of Hispanic origin in each box in this column for each job category.
- D. Asian or Pacific Islanders: The contractor is to place current number of employees of Asian or Pacific Island origin in each box in this column for each job category.
- E. American Indian or Alaskan Native: The contractor is to place the current number of American Indian or Alaskan Native employees in each box in this column for each job category.
- F. Total Minority: The number to be placed in each box in the column can be reached by adding the current number of Black, Hispanic, Asian, Pacific Islander, American Indian, and Alaskan Native employees written in the four previous columns.
- G. Total Females: In each box in this column the contractor shall place the total number of white and minority females employed in each job category.

III. UNDERUTILIZATION

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

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

IV. ANTICIPATED HIRING

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

SAMPLE - AFFIRMATIVE ACTION PLAN PART 1 - CONTRACT COMPLIANCE QUALIFYING REPORT

- A. 1. Name of Contractor's Business _____
2. Address _____
3. City _____ State _____ Zip Code _____
4. Telephone Number _____
(Area Code)
5. Type of Business _____

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

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

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

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

Contractor agrees to maintain the name of each subcontractor who furnished supplies, goods or services in excess of \$10,000 on the project bid herewith.

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

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

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

Date _____ Signature _____
Title _____

CURRENT WORK FORCE

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

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2 -
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS**

Name of Contractor, Subcontractor or Vendor

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

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

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

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

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

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

Explain "C" _____

2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.

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

Explain "C" _____

3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations responses.

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

Explain "C" _____

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2 -
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS** *(Continued)*

Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.

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

Explain "C" _____

5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives who status also comes under that of minority, handicapped or women.

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

Explain "C" _____

6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reason therefore.

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

Explain "C" _____

7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining agreement have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action.

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

Explain "C" _____

8. Our company will actively take steps to integrate any positions, departments or plant location which have no women or minorities or are almost staffed with one particular group.

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

Explain "C" _____

9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women.

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

Explain "C" _____

**SAMPLE - AFFIRMATIVE ACTION PLAN PART 2 -
AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS** *(Continued)*

10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs

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

Explain "C" _____

11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities.

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

Explain "C" _____

12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees

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

Explain "C" _____

13. Our company will make certain that all facilities normally used concurrently by all company activities are non-segregated.

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

Explain "C" _____

14. Our company shall make certain that all subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project subcontractors have an approved Affirmative Action Plan.

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

Explain "C" _____

15. Our Company shall solicit bids for subcontracts from minority subcontractors and female subcontractors subject to availability.

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

Explain "C" _____

**SAMPLE - AFFIRMATIVE ACTION POLICY
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS**

(Continued)

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

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

Explain "C" _____

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

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

Explain "C" _____

Date

Signature

Title

Record of Employee Interview

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

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

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

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

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

| | |
|----------------|--|
| Project Number | Contractor or Subcontractor (Employer) |
| Project Name | |

| | |
|---------------------|------------------------------|
| 1. Name of Employee | 2. Home Address and Zip Code |
|---------------------|------------------------------|

| | | |
|--|--|-------------------------------|
| 3a. Last date you worked on project before today | 3b. Number of hours worked on project on that date | 4. Your hourly pay rate \$ |
|--|--|-------------------------------|

| | | | |
|--|--|-----|----|
| 5. Your job classification(s) (list all) (continue any answers on a separate sheet if necessary) Apprentice? | | Yes | No |
| | | | |

| |
|----------------|
| 6. Your duties |
| |

| |
|----------------------------|
| 7. Tools or equipment used |
| |

| | | | | |
|---|--------------|--|-----|----|
| 8. Paid at least time and one-half for all hours worked in excess of 40 in a week? (If overtime premium pay is not required, check "inapplicable") | Inapplicable | | Yes | No |
|---|--------------|--|-----|----|

| | | | |
|---|--|-----|----|
| 9. Ever threatened, intimidated, or coerced into giving up any part of pay? | | Yes | No |
|---|--|-----|----|

| | | | |
|---|--|-----|----|
| 10. Duties observed by Interviewer Conform to Classification? | | Yes | No |
|---|--|-----|----|

| |
|--|
| 11. Remarks (Continue on a separate sheet if needed) |
| |

| | |
|------------------------------|-------------------|
| 12. Signature of Interviewer | Date of interview |
|------------------------------|-------------------|

Payroll Examination

| |
|--|
| 13. Remarks (Continue on a separate sheet if needed) |
| |

| | |
|-----------------------------------|------|
| 14. Signature of Payroll Examiner | Date |
|-----------------------------------|------|

Previous editions are obsolete
form HUD-11 (5/93)

CERTIFICATE OF OWNER'S ATTORNEY

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

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

Signed _____

Date _____