

RESOLUTION NO. 82- 50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING COMMUNITY DEVELOPMENT PROJECT AGREEMENT WITH THE COUNTY OF KERN FOR REMOVAL OF ARCHITECTURAL BARRIERS AT CITY HALL, RECREATION BUILDING AND OLD COUNTY BUILDING.

WHEREAS, The County of Kern and the City of Ridgecrest entered into a Community Development Block Grant Cooperative Agreement on November 24, 1981, and;

WHEREAS, the City Council of the City of Ridgecrest desires to undertake the following project, funded by Community Development Block Grants:

- (a) Removal of Architectural Barriers at City Hall, Recreation Building and Old County Building

NOW, THEREFORE, the City Council of the City of Ridgecrest hereby resolves as follows:

1. That certain agreement entitled Community Development Project (Ridgecrest Architectural Barriers) is hereby approved and the Mayor is authorized to sign said Agreement.

APPROVED AND ADOPTED this 17th day of November, 1982, by the following vote:

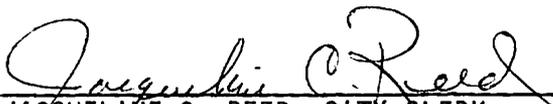
AYES: Mayor Cheshire, Vice-Mayor Webb,
Councilmembers Bergens, Rieger and Padgett

NOES: None
ABSENT: None
ABSTAIN: None



RON CHESHIRE, MAYOR

ATTEST:



JACQUELINE C. REED, CITY CLERK

AGREEMENT

COMMUNITY DEVELOPMENT PROJECT
(Ridgecrest Architectural Barriers)

THIS AGREEMENT, made and entered into this _____ day of _____, 1982, by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY") and the CITY OF RIDGECREST, a municipal corporation ("CITY"),

W I T N E S S E T H :

WHEREAS,

(a) The Housing and Community Development Act (42 U.S.C. §5301 et seq.; hereinafter "Act") authorizes the Secretary of the Department of Housing and Urban Development to make funds available to states and localities for the purpose of developing and preserving the nation's communities; and

(b) California Government Code §53703 authorizes counties to participate in federally funded health, welfare, public works and community improvement programs and empowers counties to perform necessary acts by means of contracting with public and private agencies; and

(c) COUNTY has applied to the Department of Housing and Urban Development ("HUD") for a Community Development Block Grant ("CDBG") and said application has been approved; and

(d) Among the eligible activities COUNTY may undertake with CDBG funds is the removal of material and architectural barriers which restrict the mobility and accessibility of elderly or handicapped persons to publicly owned and privately owned buildings; and

(e) On November 24, 1981, COUNTY and CITY entered into an agreement which provided that COUNTY and CITY would cooperate in undertaking community development and housing assistance activities within the corporate limits of CITY; and

(f) At this time COUNTY and CITY desire to make certain public buildings in the City of Ridgecrest accessible to the physically handicapped;

NOW, THEREFORE, IT IS MUTUALLY AGREED between COUNTY and CITY as follows:

1. Definitions

(a) Except to the extent modified or supplemented by the Grant Agreement between COUNTY and HUD, any term defined in Title I of the Housing and Community Act or the Community Development Block Grant Regulations (24 CFR Part 570) shall have the same meaning when used herein.

(b) "Program" refers to COUNTY's community development block grant program, including the administration thereof.

(c) "Project" refers to the removal of architectural barriers in three public buildings in the City of Ridgecrest.

2. Purpose and Project Description

(a) The purpose of this agreement is to provide financial assistance to CITY to enable it to make three buildings (City Hall, Old County Building and Recreation Building) accessible to the physically handicapped, all as more fully described in Schedule "A", attached hereto and incorporated herein by this reference as if set forth in full.

3. COUNTY's Obligation and Mode of Payment

(a) COUNTY shall pay CITY, or its designee, an amount not to exceed Thirty-four Thousand Nine Hundred Dollars (\$ 34,900.00) for CITY satisfactorily undertaking and performing the Project.

(b) COUNTY'S payment to CITY shall only be made from CDBG funds received by COUNTY from the federal government. In the event CDBG funds are not received by COUNTY for the Project, COUNTY may unilaterally terminate this agreement and abandon the Project, in which event COUNTY shall incur no liability whatsoever to CITY or third parties.

(c) Payments shall be made to CITY, or its designee, monthly, upon CITY submitting to COUNTY a certified claim executed by a properly designated official of CITY indicating the percentage of the Project that has been completed. This claim is to be itemized and properly documented so as to clearly show the item, task or service for which reimbursement is being claimed.

(d) COUNTY is empowered to make an independent determination as to the percentage of the Project which has been completed, and any such determination by COUNTY is conclusive. Upon receipt and approval by COUNTY of a claim, COUNTY shall make payment to CITY, or its designee, in the amount of ninety percent (90%) of the prorata portion of the Project completed. The balance of the cumulative ten percent (10%) retention of CITY's claims shall be paid to CITY within thirty-five (35) days after Notice of Completion has been filed by CITY.

(e) Project contingency funds (in the amount set forth in Schedule "A") may only be used after the specific approval of COUNTY.

4. CITY's Obligations and Project Conditions

(a) CITY shall own and be responsible for the design, construction and maintenance of the Project.

(b) CITY shall provide COUNTY with an itemized cost estimate covering a one (1) year period for the maintenance and operation of any improvement to be constructed and/or real property to be acquired pursuant to this agreement prior to commencement of any work on the Project.

(c) CITY shall remain fully obligated under the provisions of this agreement notwithstanding its delegation to any third party or parties to undertake all or any part of the Project.

(d) CITY (in collaboration with COUNTY) shall conduct a pre-construction conference for the purposes stated within the document entitled "Materials Covered at Preconstruction Conference", attached hereto and incorporated herein as if set forth in full.

(e) All work performed by CITY shall be completed within the time periods and budgetary limits provided for in this agreement. COUNTY's obligation to pay CITY is contingent upon CITY undertaking and completing all Project work within the time periods and budgetary limits specified in this agreement. COUNTY shall not be obligated to pay or otherwise reimburse CITY for Project work performed, if that work is completed subsequent to the time specified in this agreement for the performance of that particular portion of the Project.

5. Modifications and Amendments The terms and conditions of this agreement may only be modified by the written consent of the parties hereto.

6. Law and Regulations CITY agrees to obey the provisions of the Act, any amendments thereto, the federal regulations and guidelines now or hereafter enacted to implement the Act, terms of the CDBG agreement between COUNTY and HUD to the extent such terms are applicable to CITY, the regulations enacted by COUNTY to facilitate the administration of

the Program, and any other statute, regulation or guideline applicable to CDBG funded projects.

7. Political Activity CITY agrees that no CDBG funds shall be expended to finance any political activity in contravention of Chapter 15 of Title 5 of the United States Code.

8. Use of Grant Funds for Religious Purpose CITY agrees that no CDBG funds shall be expended for the construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship.

9. Records and Administration

(a) CITY shall maintain a financial management system which complies with Attachment G of OMB Circular A-12, "Standards for Grantee Financial Management Systems."

(b) Proceeds from the sale of personal property shall be in accordance with Attachment N of OMB Circular A-102, "Property Management Standards".

(c) CITY shall comply with the requirements of Attachment B, "Bonding and Insurance", and Attachment O, "Procurement Standards" of OMB Circular A-102.

(d) CITY shall maintain such documents, records, and accounts, including property purchased with nonfederal share, personnel and financial records, and submit such financial reports as are required by the Secretary of HUD to assure a proper accounting for all project funds, including CITY's share, as required by the regulations adopted pursuant to the Act. Methods used to determine an assigned cost must conform to generally accepted methods and must not differ substantially from the methods used by CITY to determine costs for other operations or programs. Project records will be available for audit purposes to COUNTY, HUD or the Controller General of the United States, or any authorized representative thereof, and will be retained for three (3) years after completion of the Project.

(e) COUNTY may withhold funds from CITY if CITY is not complying with provisions of the Act, Federal regulations thereunder, terms of the grant from the Federal government to COUNTY, or the regulations adopted by COUNTY to facilitate the administration of its grant, or any other statutes or regulations applicable to the Program.

(f) CITY shall be accountable to COUNTY for any and all CDBG funds expended by CITY or any officer, employee, agent or representative thereof, whether or not such officer, employee, agent or representative was acting within the scope of his employment. CITY shall repay COUNTY the amount of any improperly expended CDBG funds upon demand. COUNTY may retain funds of CITY in COUNTY's possession to liquidate the debt.

(g) CITY agrees that COUNTY has the right to monitor and supervise the administration of the Project to insure compliance with the requirements of the Act as now or hereinafter amended, the Federal regulations as now or hereafter promulgated pursuant to the Act, guidelines developed by the Federal government for administering the CDBG Program, regulations enacted by COUNTY, or any other statute, rule, regulation or guideline applicable to the administration of Community Development projects.

10. Federal Labor Standards Provisions

(a) Contracts entered into using funding provided by this agreement shall comply with HUD requirements pertaining to such contracts and the applicable regulations of the Department of Labor (29 CFR Parts 3 and 5) governing the payment of wages and the ratio of apprentices and trainees to journeymen. If wage rates higher than those required under such regulations are imposed by state or

local law, nothing hereunder is intended to relieve CITY of its obligation, if any, to require payment of the higher rates. CITY shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clauses set out in Exhibit "D" attached hereto and herein incorporated as if set out in full herein. CITY shall comply with the procedures set out in the HUD Handbook "Labor Standards Administration and Enforcement."

(b) No award of contracts covered under this section of this agreement shall be made to any contractor who is ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

11. Equal Employment Opportunity

(a) In carrying out the Project, CITY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CITY shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CITY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY and/or HUD setting forth the provisions of this clause. CITY shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(b) CITY shall incorporate the foregoing requirements in all of its contracts for Project work except those contracts for construction work or modification thereof (as defined in 24 CFR Part 130 et seq.) in which event CITY shall require to be inserted in full the equal opportunity clause set out in Exhibit "A" attached hereto and herein incorporated as if set out in full and CITY shall require all of its contractors for Project work to incorporate such requirements in all subcontracts for Project work.

(c) CITY further agrees that it will be bound by the equal opportunity clause set out in Exhibit "A" with respect to its own employment practices when it participates in federally-assisted construction work; provided that the equal opportunity clause is not applicable to any agency, instrumentality or subdivision of CITY which does not participate on Project work or under this contract.

(d) CITY further agrees that it will assist and cooperate actively with COUNTY, HUD 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 COUNTY, HUD and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist COUNTY in the discharge of its responsibility for securing compliance.

(e) CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to said 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 HUD or the Secretary of Labor pursuant to Part II, Subpart D of said executive order. In addition, CITY agrees that if it fails or refuses to comply with these undertakings, COUNTY and/or HUD may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the Project refrain from extending any further assistance to CITY under the Program with respect to which the failure or

refusal occurred until satisfactory assurance of future compliance has been received from CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

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

(a) This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

(b) CITY shall cause or require to be inserted in all contracts and subcontracts for work financed, in whole or in part, with assistance provided under this agreement, the Section 3 clause set forth in Exhibit "B" attached hereto and incorporated herein as if set out in full.

(c) CITY shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause.

13. Nondiscrimination Requirements

This agreement is subject to all applicable requirements of the following acts, promulgations and regulations with respect thereto:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part I), which provides that no person in the United States shall on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which receives Federal financial assistance.

(b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, which provides that all programs and activities relating to housing and community development shall be administered in a manner to affirmatively further fair housing.

(c) Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Housing and Community Development Act Title I funds.

(d) Executive Order 11063 which provides for equal opportunity housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

14. Obligations of CITY to COUNTY and Third Parties

(a) CITY agrees to indemnify, defend (upon request by County) and save harmless COUNTY, its agents, officers, and employees, and each of them from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to person or persons, or damage to property to third persons arising out of or in any way connected with CITY's actions in its performance under this agreement.

(b) CITY in order to protect COUNTY, its agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CITY's actions in connection with the Project, shall secure and maintain in force, during the entire term of this agreement, an insurance policy or policies in the amount of not less than TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) per person and TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) per accident and property damage insurance of not less than TWO HUNDRED FIFTY THOUSAND AND 00/100

DOLLARS (\$250,000.00) with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Providing further that said policy or policies shall expressly name COUNTY, its agents, officers, and employees as additional insureds and not be subject to cancellation or coverage reduction without thirty days prior written notice to COUNTY.

(c) CITY shall remain fully obligated under the provisions of this agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project.

15. Prohibited Interest of Officials and Employees

(a) COUNTY's Community Development Block Grant agreements with the U.S. Department of Housing and Urban Development prohibit any member, officer, or employee of COUNTY or its designees or agents and any member of the governing body of the locality in which this project is situated, and any other public official of such locality or localities who exercises any functions or responsibilities with respect to COUNTY's Community Development Program or this Project during his tenure or for one year thereafter, from having any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, in work to be performed in connection with projects assisted with Community Development funds.

(b) CITY agrees that no public official, as described in the preceding paragraph, has any interest, direct or indirect, in this contract or any subcontract, or the proceeds thereof, in work to be performed in connection with this project.

(c) CITY agrees to include or cause to be included the regulations in paragraphs (a) and (b) of this section in every subcontract in connection with this project.

16. Compliance with Air and Water Acts

(a) This agreement is subject to the requirements of the Clean Air Act, as amended, (42 USC 1857 et seq.), the Federal Water Pollution Control Act, as amended, (33 USC 1251, et seq.), and the regulations of the Environmental Protection Agency with respect thereto, (at 40 CFR Part 15), as amended from time to time.

(b) In compliance with these regulations, CITY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this agreement, the clauses set out in Exhibit "C" attached hereto and incorporated herein as if set out in full.

(c) In no event shall any amount of the assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

17. Flood Disaster Protection This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234).

18. Architectural Barriers Act of 1968 Pursuant to the Architectural Barriers Act of 1968, (42 USC 4151) and applicable federal regulations (41 CFR 101-17.703), CITY shall design any facility constructed with funding provided by this agreement in compliance with the "American Standard Specifications for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped".

19. Lead-Based Paint Hazards All CDBG funded construction or rehabilitation of residential structure projects are subject to HUD Lead-Based Paint regulations (24 CFR Part 35). Any funds provided by this agreement and used for the rehabilitation of residential structures

shall be subject to the provisions for the elimination of lead-based paint hazards under subpart "B" of said regulations, and CITY shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

20. Relocation and Acquisition Should any funds provided by this agreement be used to acquire real property, CITY shall:

(a) Be guided to the greatest extent practicable under State law, by the real property acquisition policies set out under Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646; "Relocation and Acquisition Act") and the provisions of Section 302 thereof.

(b) Pay or reimburse property owners for necessary expenses as specified in Sections 303 and 304 of the Relocation and Acquisition Act; and

(c) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations (24 CFR Part 42).

(d) Provide fair and reasonable relocation payments and assistance in accordance with Sections 202, 203, and 204 of the Relocation and Acquisition Act and applicable HUD regulations (24 CFR Part 42), to or for families, individuals, partnerships, corporations or associations, displaced as a result of any acquisition of real property for an activity assisted under the Program;

(e) Provide relocation assistance programs offering the services described in Section 205 of the Relocation and Acquisition Act of such displaced families, individuals, partnerships, corporations or associations in the manner provided under applicable HUD regulations;

(f) Assure that, within a reasonable time prior to displacement, decent, safe and sanitary replacement dwellings will be available to such displaced families and individuals in accordance with Section 205(c)(3) of the Relocation and Acquisition Act, and that such housing will be available in the same range of choices to all such displaced persons regardless of their race, color, religion, national origin, sex, or source of income;

(g) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations; and

(h) Carry out the relocation process in such a manner as to provide such displaced persons with uniform and consistent services, including any services required to insure that the relocation process does not result in different or separate treatment to such displaced persons on account of their race, color, religion, national origin, sex, or source of income.

21. Environmental Considerations In order to assure that the policies of the National Environmental Policy Act of 1969 (NEPA) and the California Environmental Quality Act of 1970 (CEQA) are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Sections 15000 et seq.) in connection with this project.

22. Historic Preservation CITY shall consider the effect of the Project on any district, site, building, structure, or object listed in or nominated for listing in the National Register of Historical Places, maintained by the National Park Service of the U.S. Department of the Interior. CITY shall make every effort to eliminate or minimize any adverse effect on a historic property. Activities affecting such properties will be subject to the requirements set forth in 24 CFR Section 570.604.

23. Certification of Nonsegregated Facilities Prior to the award of any nonexempt federally assisted construction contract or subcontract, CITY shall require the prospective prime contractor and each subcontractor,

to submit a certification, (in the form of Exhibit "E" attached hereto and incorporated herein as if set out in full), that the prospective prime contractor or subcontractor does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a similar certification prior to the award of any nonexempt subcontract.

24. Notices Notices shall be sufficient hereunder if personally served upon the Clerk of the Board of Supervisors of COUNTY or the Manager of CITY, or if sent via the United States Postal Service, postage prepaid; directed to COUNTY, addressed to:

Clerk of the Board of Supervisors
Administration and Courts Building
1415 Truxtun Avenue, Room 600
Bakersfield, California 93301

or directed to CITY, addressed to:

Clerk of the City of Ridgecrest
319 Balsam Street
Ridgecrest, California 93555

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers and agents thereunto duly authorized as of the day and year shown above first written.

APPROVED AS TO CONTENT:
Community Development Program Dept.

By: _____

COUNTY OF KERN

By: _____
Chairman, Board of Supervisors

"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

By: _____

CITY OF RIDGECREST

By: For Cell

Title: Mayor

"CITY"

APPROVED AS TO CONTENT:
Office of City Manager

By: John G. N...

APPROVED AS TO FORM:
City Attorney

By: Danny Johns

PROJECT 17.91.1 (Part 2), REMOVAL OF ARCHITECTURAL BARRIERS, RIDGECREST

PURPOSE:

Currently, certain portions of three public buildings within the City of Ridgecrest are inaccessible to the physically handicapped residents of Ridgecrest. These buildings (City Hall, Old County Building and Recreation Building) have architectural barriers which must be removed in order to allow ingress and egress for the physically handicapped.

This is part two of an architectural barrier removal project. Part 1 consisted of twenty-one (21) wheelchair curb cuts and two handicapped parking spaces with signage.

DESCRIPTION/COST ESTIMATE:

This project involves architectural barrier removal in three buildings. These improvements at each building are:

CITY HALL (139 Balsam St.)

<u>ITEM</u>	<u>ESTIMATED CONSTRUCTION COST</u>
1. Modify Entrance Doors	\$ 2,500.00
2. Partition and miscellaneous modifications (Restroom Area)	- 2,800.00
3. Men's & Women's Restrooms (Relocate & modify fixtures, compartment panels etc.)	2,700.00
4. Modify Fire Exit including door replacement, header, ramp, and wall modifications	<u>1,800.00</u>
Sub total - City Hall	\$9,800.00

OLD COUNTY BUILDING (230 West Ridgecrest Blvd.)

1. Construct Sidewalk and Entry Ramp	\$ 2,680.00
2. Modify entryway and entry doors	2,800.00
3. Men's and Women's Restrooms (Install new compartments, and grab bars and modify fixtures)	<u>3,000.00</u>
Sub total - Old County Building	\$8,480.00

RECREATION BUILDING (231 Station St.)

1. Construct entry ramp and modify entrance	\$ 2,700.00
2. Modify existing restroom and install handicapped sink	1,100.00
3. Add handicapped restroom (Relocate and modify existing partititons and install fixtures and appertenances	<u>5,620.00</u>
Sub total - Recreation Building	\$9,420.00

TOTAL ESTIMATED PROJECT COST:

Construction	\$27,700.00
Engineering (16%)	4,430.00
Contingencies (10%)	<u>2,770.00</u>
Total Estimated Cost	\$34,900.00

IMPACT:

Based upon California State Department of Rehabilitation Data (1974) and the California State Department of Finance Special Census of Ridgecrest, October 1975, there are approximately 1,435 residents of Ridgecrest who will benefit from this project.

TIME SCHEDULE:

1. City - Execution of Agreement.....November 17, 1982
2. County - Execution of Agreement.....November 30, 1982
3. Bid Specifications and Plans completed.....February 18, 1983
4. Advertise for Bids.....March 16, 1983
5. Bid Opening.....April 15, 1983
6. Contract Award.....May 4, 1983
7. Pre-construction Conference.....May 11, 1983
8. Begin Construction.....May 23, 1983
9. Complete Construction.....July 29, 1983

EQUAL EMPLOYMENT OPPORTUNITY

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, 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 Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITY

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

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 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 organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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 with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided

it with a preliminary statement of ability to comply with the requirements of these regulations.

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, 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.

COMPLIANCE WITH CLEAN AIR AND WATER POLLUTION ACT

(1) Contractor stipulates that any facility to be utilized in the performance of any 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) Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 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) The contractor stipulates 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) Contractor agrees that he will include or cause to be included the criteria and requirements in paragraphs (1) through (4) 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.

FEDERAL LABOR STANDARDS

(1) Minimum Wages.

(i) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The contracting officer shall require that 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 or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The contracting officer shall require, 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 wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, 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.

(2) Withholding.

The County of Kern, Auditor-Controller, may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the County of Kern 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.

(3) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work.

or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and the 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.

(ii) The contractor will submit weekly a copy of all payrolls to the City. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the County of Kern and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall

identify the program.

(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 and individually registered in a bona fide apprenticeship program registered within the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) Trainees. Except as provided in 29 CFR 5.15, 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, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than

the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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 this part 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 Regulations (29 CFR Part 3)

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Subcontracts.

The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (5) and (7) and such other clauses as the (write in the name of Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) Contract Termination; Debarment.

(a) A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(b) 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 laborer or mechanic in

any work week in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(c) Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his 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 employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(d) Withholding for unpaid wages and liquidated damages. The County of Kern may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively 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).

(e) Subcontracts. The contractor shall insert in any subcontracts the clause set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring the insertion in any further subcontracts that may in turn be made.

CERTIFICATION ON NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.