

**ADAMS COUNTY, COLORADO
SUBRECIPIENT SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this December 31 2012, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **CLINICA CAMPENSINA FAMILY HEALTH SERVICES** located at 1345 Plaza Court North, Suite 1A, Lafayette, Colorado, 80026 hereinafter referred to as the "SubRecipient." The County and the SubRecipient may be collectively referred to herein as the "Parties".

The County and the SubRecipient, for the consideration herein set forth, agree as follows:

1. **SCOPE OF WORK OF THE SUBRECIPIENT:**

- 1.1. All work shall be in accordance with the attached **RFP 2012.201 as Exhibit A1** and the SubRecipient's responses as **Attachments A1-A3** to RFP 2012.201 attached hereto and incorporated herein by reference. Should there be any discrepancy between **Attachment A1-A3** and this Agreement the terms and conditions of this Agreement shall prevail.

RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the SubRecipient to enable the SubRecipient performance under this Agreement, as referenced in **Exhibit A1**.

2. **TERM:**

- 2.1. Term of Agreement: The initial term of this Agreement shall the date of execution by the Board of County Commissioners. This Agreement shall terminate on **December 31, 2012**, unless sooner terminated as specified elsewhere herein.

3. **PAYMENT AND PRICE SCHEDULE:** The County shall pay the SubRecipient for work furnished under this Agreement as outlined in **Attachment A2** and the SubRecipient shall accept as full payment for those works, not to exceed amount of **sixteen thousand-two hundred dollars and no cents (\$16,200.00)** for the term of the Agreement.

A. Invoices

Invoices will be submitted to the County Project Manager by the SubRecipient bi-weekly for work performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

4. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the SubRecipient acts as an independent contractor and not as an employee of the County. The SubRecipient shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the SubRecipient shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The SubRecipient, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the SubRecipient understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The SubRecipient further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

5. **NONDISCRIMINATION:** The SubRecipient shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The SubRecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

6. **INDEMNIFICATION:** The SubRecipient agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the SubRecipient's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

7. **INSURANCE:** The SubRecipient agrees to maintain insurance of the following types and amounts:
 - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence	\$1,000,000
7.1.2. General Aggregate	\$2,000,000

 - 7.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

7.1.3. Bodily Injury/Property Damage	\$1,000,000 (each accident)
7.1.4. Personal Injury Protection	Per Colorado Statutes

 - 7.2. **Workers' Compensation Insurance:** Per Colorado Statutes

- 7.3. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 7.3.1. Each Occurrence \$1,000,000
- 7.3.2. This insurance requirement applies only to SubRecipients who are performing services or work under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.4. Adams County as "Additional Insured": The SubRecipient's commercial general liability and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 7.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the SubRecipient.
- 7.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the SubRecipient.
- 7.5. Licensed Insurers: All insurers of the SubRecipient must be licensed or approved to do business in the State of Colorado. Upon failure of the SubRecipient to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the SubRecipient in obtaining and/or maintaining any required insurance shall not relieve the SubRecipient from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the SubRecipient concerning indemnification.
- 7.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.7. Proof of Insurance: Proof of insurance shall be provided to the County upon execution of this Agreement. SubRecipient shall provide the County certified copies of such policy or policies. Any payment due under this agreement shall be withheld until SubRecipient has provided such proof of insurance. At any time during the term of this Agreement, the County may require the SubRecipient to provide proof of the insurance coverage's or policies required under this Agreement.

8. **TERMINATION:**

- 8.1. **For Cause:** If, through any cause, the SubRecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the SubRecipient violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the SubRecipient of such termination and specifying the effective date thereof.
- 8.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the SubRecipient will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the SubRecipient was to perform under this Agreement, less payments previously made to the SubRecipient under this Agreement.
- 8.3. **Termination for Default.** An Agreement may be terminated for default because of the SubRecipient's actual or anticipated failure to perform its contractual obligations. The County will not be liable for the SubRecipient's costs on undelivered work and may be entitled to the repayment of progress payments. If the SubRecipient's failure to progress or perform endanger performance of the Agreement, the County Purchasing Department Manager will issue a written notice to the SubRecipient (generally called a "Cure Notice") specifying the failure and providing a period of ten (10) days in which to "cure" the failure. After the ten (10) days, the County Purchasing Department Manager may issue a notice of termination for default, unless the failure to perform has been cured.

9. **MUTUAL UNDERSTANDINGS:**

- 9.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.
- 9.2. **Compliance with Laws:** During the performance of this Agreement, the SubRecipient agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the SubRecipient expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

- 9.3. Record Retention: The SubRecipient shall maintain records and documentation of the services or work provided under this Agreement, including fiscal records, and shall retain the records for a period of five (5) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 9.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the SubRecipient without the prior written consent of the County.
- 9.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Claire Mannato, Project Manager
 Interim Community Development
 Administrator
 Adams County Finance Dept
 4430 South Adams County Pkwy
 4th Floor, Suite C4000A
 Brighton, Colorado 80601
 Office: 720.523.6205
rmannato@adco.gov

and Purchasing Department
 4430 South Adams County Pkwy
 4th Floor, Suite C4000A
 Brighton, Colorado 80601

and Adams County Attorney's Office
 4430 South Adams County Pkwy
 Brighton, Colorado 80601

Contractor:

Pete Leibig
 Clinica Campensina Family Health Services
 1345 Plaza Court North, Suite 1A
 Lafayette, Colorado 80026
pleibig@clinica.org

Sean Saunders, CFO
 Clinica Campensina Family Health Services
 1345 Plaza Court North, Suite 1A
 Lafayette, Colorado 80026
ssaunders@clinica.org

- 9.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 9.10 Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

10. AMENDMENTS, MODIFICATIONS, CHANGE ORDERS OR EXTENSIONS:

- 10.1. Amendments and Modifications: The County may upon mutual written agreement by the parties make minor adjustments, modifications, or substantial modifications to the projects that are allowable as necessary provided the change does not exceed the total amount of award and provided the expenditure is eligible for reimbursement as outline in Exhibit A2.
- 10.2. Change Orders: The County may, from time to time, require changes in the scope of the services of the SubRecipient to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The SubRecipient shall be compensated for all authorized changes in services, pursuant to the applicable provision in Exhibit A1, or, if no provision exists, pursuant to the terms of the Change Order.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the SubRecipient shall meet the following requirements prior to signing this Agreement (agreement for service or work) and for the duration thereof:

- 11.1. The SubRecipient shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The SubRecipient shall not knowingly employ or contract with an illegal alien to perform work under this agreement for services or work.
- 11.3. The SubRecipient shall not enter into a contract with a subcontractor that fails to certify to the SubRecipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement for services or work.

- 11.4. At the time of signing this agreement for services or work, the SubRecipient has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement for services or work through participation in either the E-Verify Program or the Department Program
- 11.5. The SubRecipient shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement for services or work is being performed.
- 11.6. If SubRecipient obtains actual knowledge that a subcontractor performing work under this agreement for services or work knowingly employs or contracts with an illegal alien, the SubRecipient shall: notify the subcontractor and the County within three (3) days that the SubRecipient has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the SubRecipient shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. SubRecipient shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- 11.8. If SubRecipient violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the SubRecipient shall be liable for actual and consequential damages to the County.
12. All forms that were required for **RFP 2012.201** are reference under **Attachment A** as items 1 through 3.

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SUBRECIPIENT'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services or work with Adams County, the undersigned SubRecipient hereby certifies that at the time of this certification, SubRecipient does not knowingly employ or contract with an illegal alien who will perform work under the attached agreement for services or work and that the SubRecipient will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached agreement for services or work.

SUBRECIPIENT:

CLINICA CAMPENSINA FAMILY HEALTH SERVICES

Pete Leibig
Authorized Name (Print or Type)

12/12/12
Date

[Handwritten Signature]
Signature

President / CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

SUBRECIPIENT
CLINICA CAMPENSINA FAMILY
HEALTH SERVICES

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: Pete Leibig
Name (Print or Type)

By: [Signature]
Chair Signature

[Signature]
Authorized Signature

Date: 12-31-12

President/CEO
Title

Date: 12/12/12

ATTEST:
Karen Long
Clerk and Recorder



[Signature]
Deputy Clerk Signature

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

Signed and sworn to before me on this 12th day of December, 2012

by Pete Leibig
[Signature]
Notary Public

My Commission Expires
My commission expires on: December 03, 2015

State of Colorado
County of Boulder

ATTACHMENT A
(Documents following this page of the Agreement)

Attachments:

1. Clinica Campensina Family Health Services, Scope of Work Project Description, email dated July 13, 2012.
2. Clinica Campensina Family Health Services, Budget Summary/Analysis Form, email dated July 13, 2012.
3. Clinica Campensina Family Health Services, Schedule for Completion of Work, email dated November 7, 2012.
4. Building Construction Projects: General Decision Number: CO120001, dated 10/12/2012 CO1
5. Davis Bacon Wages Requirements and Procedures
6. Section 3 Plan Form
7. MBE, WBE and DBE Information Form

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**ATTACHMENT A1
SCOPE OF WORK**

Project Description: CDBG Funding

Clinica Family Health Services will address two facility issues that require attention at its Pecos location:

- Drainage concern at northwest corner of building.
- Inadequate environmental protection of rooftop HVAC equipment.

Mitigation of these issues will directly benefit Adams County consumers by eliminating safety risk and ensuring proper interior temperature and ventilation. The drainage issue presents a potential hazard as water pools on asphalt in an area very close to the building entrance. There is significant foot traffic in the area and standing water, particularly during wintertime when there is frequent freezing, poses a hazard to patients crossing this area. The second issue was identified in an inspection by an HVAC maintenance contractor, which determined that the rooftop HVAC equipment requires hail protection material (“hail guards”). This improvement would lessen the likelihood of an HVAC failure that could interrupt service provision and/or create an unhealthy building environment.

Activity:

<input type="checkbox"/> Acquisition of Real Property <input type="checkbox"/> Disposition <input checked="" type="checkbox"/> Public Facilities and Improvements Type? Health Clinic Building Maintenance <input type="checkbox"/> Public Services (general) Type? <input type="checkbox"/> Rehab; Single Unit Residential <input type="checkbox"/> Rehab; Multi-Unit Residential <input type="checkbox"/> Public Housing Modernization <input type="checkbox"/> Rehab; other Publically Owned Residential Buildings <input type="checkbox"/> Rehab; Publically or Privately-Owned <input type="checkbox"/> Commercial/Industrial	<input type="checkbox"/> Energy Efficiency Improvements <input type="checkbox"/> Acquisition for Rehab <input type="checkbox"/> Rehabilitation Administration <input type="checkbox"/> Lead Based Paint/Hazards/Abatement <input type="checkbox"/> Code Enforcement <input type="checkbox"/> Residential Historic Preservation <input type="checkbox"/> Non-Residential Historic Preservation <input type="checkbox"/> Commercial/Industrial Improvements Type? <input type="checkbox"/> Economic Development –Direct Assistance to For-Profits <input type="checkbox"/> Economic Development – Technical Assistance <input type="checkbox"/> Micro-Enterprise Assistance <input type="checkbox"/> Other (Please Describe):
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Measurable Outcomes: One (1) facility, 9,500 Adams County residents yearly.

Population to be served:

- 0% – 30% AMI
- 31% - 50% AMI
- 51% - 80% AMI
- Special Needs Population (seniors, disabled)

National Objective:

<u>Low/Mod Area</u>	<u>Slum/Blight</u>	<u>Urgent Need</u>
<input checked="" type="checkbox"/> Area Benefit <input type="checkbox"/> Limited Clientele <input type="checkbox"/> Housing <input type="checkbox"/> Jobs	<input type="checkbox"/> Area Basis <input type="checkbox"/> Spot Basis <input type="checkbox"/> Urban Renewal	<input type="checkbox"/>

ATTACHMENT A2 Budget Summary

Total Budget (Federal Share and Matching)

Name and Address of Applicant	Chirca Family Health Services 1345 Plaza Ct. N., 1A Lafayette, CO 80026
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Detailed Description of Budget (for full grant period)

Category	Estimated Hours	Rate per Hour	Estimated Cost	Federal Share	Match
1. Personnel (Direct Labor)					
Position or Individual					
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
Total Direct Labor Cost			\$0	\$0	\$0
2. Fringe Benefits					
	Rate	Base	Estimated Cost	Federal Share	Match
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
Total Fringe Benefits Cost			\$0	\$0	\$0
3. Travel					
3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	Federal Share	Match
	0	\$0.000	\$0	\$0	\$0
		\$0.000	\$0	\$0	\$0
		\$0.000	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Trans - Local Private Vehicle			\$0	\$0	\$0
3b. Transportation - Airfare (show destination)	Trips	Rate	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
Subtotal - Transportation - Airfare			\$0	\$0	\$0

ATTACHMENT A2.1
Budget Summary continued

Total Budget (Federal Share and Matching)

Detailed Description of Budget					
3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Transportation - Other			\$0	\$0	\$0
3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Per Diem or Subsistence			\$0	\$0	\$0
Total Travel Cost			\$0	\$0	\$0
4. Equipment (Only items over \$5,000 each)	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Equipment Cost			\$0	\$0	\$0
5. Supplies and Materials (Items under \$5,000)					
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Consumable Supplies			\$0	\$0	\$0
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Non-Consumable Materials			\$0	\$0	\$0
Total Supplies and Materials Cost			\$0	\$0	\$0

ATTACHMNT A2.2
Budget Summary continued

Total Budget (Federal Share and Matching)

Detailed Description of Budget					
6. Consultants (Type)	Days	Rate per Day	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Consultants Cost			\$0	\$0	\$0
7. Contracts and Sub-Grantees (List Individually)	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
Parking Lot Repair	1	\$13,500.00	\$13,500	\$13,500	\$0
Hail Guard Installation	1	\$2,700.00	\$2,700	\$2,700	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
Total Subcontracts Cost			\$16,200	\$16,200	\$0
8. Other Direct Costs	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
Item					
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
Total Other Direct Costs			\$0	\$0	\$0
9. Indirect	Rate	Base	Estimated Cost	Federal Share	Match
Type					
	0.00%	\$0.00	\$0	\$0	\$0
	0.00%	\$0.00	\$0	\$0	\$0
	0.00%	\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Indirect Costs			\$0	\$0	\$0
Total Estimated Costs			\$16,200	\$16,200	\$0
Total of Federal Share and Match				\$16,200	\$0

ATTACHMENT A2.3
Budget Analysis continued

Analysis of Total Estimated Costs	Estimated Cost	Percent of Total	Percent of Labor
1 Personnel (Direct Labor)	\$0	0.0%	
2 Fringe Benefits	\$0	0.0%	0.0%
3 Travel	\$0	0.0%	
4 Equipment	\$0	0.0%	
5 Supplies and Materials	\$0	0.0%	
6 Consultants	\$0	0.0%	
7 Contracts and Sub-Grantees	\$16,200	100.0%	
8 Other Direct Costs	\$0	0.0%	
9 Indirect Costs	\$0	0.0%	
Total	\$16,200	100.0%	
Federal Share	\$16,200	100.00%	
Match	\$0	0.00%	Expressed as a percentage of the Federal Share

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ATTACHMENT A2.4
Budget Information continued

Section A - Budget Summary							OMB Approval No. 0548-0044
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds			New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)		
1							
2							
3	Do	Not	Complete	This	Section		
4							
5	Totals						
Section B - Budget Categories							
6. Object Class Categories	(1) HUD Request		(2) Match			(5) Grand Total	
	Grant Program, Function or Activity						
a. Personnel (Direct Labor)	\$0	\$0	\$0	Do	Do	\$0	
b. Fringe Benefits	\$0	\$0	\$0	Do	Do	\$0	
c. Travel	\$0	\$0	\$0	Not	Not	\$0	
d. Equipment	\$0	\$0	\$0	Use	Use	\$0	
e. Supplies and Materials	\$0	\$0	\$0	This	This	\$0	
f. Consultants	\$0	\$0	\$0	Column	Column	\$0	
g. Contracts and Sub-Grantees	\$16,200	\$0	\$0	Column	Column	\$16,200	
h. Other Direct Costs	\$0	\$0	\$0			\$0	
i. Total Direct Charges (sum of 6a-6h)	\$16,200	\$0	\$0			\$16,200	
j. Indirect Costs	\$0	\$0	\$0			\$0	
k. Totals (sum of 6i and 6j)	\$16,200	\$0	\$0			\$16,200	
7. Program Income							

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SF-4244 (Rev. 4-92)
Prescribed by OMB Circular A-102

ATTACHMENT A3
Schedule for Completion of Work

Dec. 3, 2012	--	Contract executed by Adams County
Dec. 10, 2012	--	Submit solicitation bid packet to the county
Dec. 19, 2012	--	Release bid solicitation
Jan. 7, 2013	--	Select contractor and execute contract
Jan. 21, 2013	--	Hold pre-construction meeting
Jan. 25, 2013	--	Begin construction
Feb. 28, 2013	--	Project completion

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ATTACHMENT A4
Pages 1 of 4

General Decision Number: CO120001 10/12/2012 CO1

Superseded General Decision Number: CO20100001
 State: Colorado
 Construction Type: Building
 County: Adams County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012
3	02/24/2012
4	05/18/2012
5	06/01/2012
6	07/27/2012
7	08/03/2012
8	08/31/2012
9	10/12/2012

ASBE0028-003 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-001 01/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	9.89

CARP9901-001 05/01/2009

	Rates	Fringes
CARPENTER.....	\$ 26.60	8.89

ELEC0068-005 06/01/2011

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones and Temperature Controls).....	\$ 31.60	12.57

ELEV0025-002 01/01/2012

	Rates	Fringes
Elevator Constructor.....	\$ 39.34	23.535

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

IRON0024-001 07/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91

LABO0578-001 05/01/2009

	Rates	Fringes
Labor Common.....	\$ 16.52	6.84

PAIN0930-001 07/01/2012

	Rates	Fringes
GLAZIER.....	\$ 27.77	7.42

PLAS0577-001 08/01/2011

	Rates	Fringes
Cement Mason/Concrete Finisher.....	\$ 23.00	10.75

PLUM0003-001 07/01/2012

	Rates	Fringes
PLUMBER (Excluding HVAC work).....	\$ 33.18	11.44

PLUM0208-001 07/12/2012

	Rates	Fringes
PIPEFITTER (Including HVAC pipe).....	\$ 30.10	11.52

SHEE0009-001 01/01/2011

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 31.66	10.98

SUCO2001-001 12/20/2001

	Rates	Fringes
Laborers:		
Brick Finisher/Tender.....	\$ 12.88	1.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

ATTACHMENT A5
DAVIS BACON PROCEDURES

BEFORE CONTRACT WITH SUBRECIPIENT IS PREPARED:

1. Inform SubRecipient of Davis-Bacon impacts to their project.
2. Meet with SubRecipient to discuss project; try to design project to reduce impacts of Davis-Bacon.
3. Give SubRecipient most current D-B wage determination stamped "SAMPLE" for the appropriate type of project (residential, building, highway) to assist them in putting together their budget exhibit. Ask if they have consulted with either an architect, engineer, or contractor about the costs. If yes, get copy of the cost analysis.
4. Complete Environmental Review of property.
5. Obtain Exhibits 1-3 and Performance Plan from SubRecipient.
6. Prepare contract between County and SubRecipient and obtain signatures.

MEET WITH SUBRECIPIENT:

1. Review bid process and bid package. Determine dates of bid availability, any walk-throughs and bid opening. (These dates may be tentative at this point).
2. Discuss construction contract requirements. Explain that contract between SubRecipient and contractor must be signed within 10 days of bid award to ensure that current wage determination is in force. If not, a new wage determination may have been issued and would supersede the wage determination used for the bid.
3. Determine if SubRecipient is going to use their own form contract or would they like to use the County's form contract. Make copy available for their review.
4. Review what a Pre-Construction Conference is all about.

WAGE DETERMINATION:

1. Send current Wage Determination and Federal Labor Standards Provisions to SubRecipient three weeks before SubRecipient will advertise bid availability, to be included in bid package.

BEFORE BID OPENING:

1. Verify that wage determination is the most current. If not, SubRecipient must inform all bidders of new wage rate to allow bidders an opportunity to adjust their bids. Put note in SubRecipient's file of any actions regarding this requirement.

AFTER BID OPENING:

1. Have SubRecipient call you with name of contractor who has been awarded bid. Check debarment list to assure bid-winning contractor is not on list. (Internet debarment address is <http://www.arnet.gov/eplis>). Print debarment info and place in file. Advise SubRecipient immediately.
2. Determine if contractor is going to use subcontractor(s). If so, get name of subcontractor(s) and check debarment list. Print debarment info and place in file. Advise SubRecipient immediately.

PRE-CONSTRUCTION CONFERENCE:

Preparation:

1. Prepare agenda.
2. Prepare sign-in sheet.
3. Prepare handouts.

Conference:

1. Follow agenda.
2. Obtain copies of all pertinent documents for OCD file.

Follow-up:

1. Mail Priority Notice to (HUD/Labor Relations).
2. Complete D-B To Do List and Construction Contract Checklist.

AT START OF CONSTRUCTION:

1. Get copy of Notice to Proceed from SubRecipient.
2. Get Section 3 Form, Part 1 from Contractor / Subcontractor(s)
3. If necessary at start or during construction, get Apprenticeship Form and/or Additional Wage classification.

DURING CONSTRUCTION :

1. Conduct employee interviews.
2. Inspect job site for work being done and required posting of documents:
 - Wage Determination
 - Davis-Bacon Poster
 - Equal Employment Poster
3. Review Weekly Payroll and Statement of Compliance forms.

WITH FIRST PAYROLL:

1. Get Contractor Appointment of Payroll Supervisor form, if applicable.

AT COMPLETION OF JOB:

1. Get Section 3 Form, Parts II, III, & IV from Contractor / Subcontractor(s)
2. Complete Priority Notice showing Final Statement of Wage Compliance. Mail to HUD.
3. Monitor SubRecipient for compliance with D-B and with all other CDBG or HOME requirements

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ATTACHMENT A5.1
General Decision Davis Bacon Wages
Paperwork Requirements

- 1) **Contractor / Subcontractor Ownership Form** - Complete and Submit at preconstruction conference.
- 2) **Section 3: Lower Income and Minority Hiring**
 - **Part I**
Complete and Submit at preconstruction conference
 - **Parts II, III, IV**
Complete at project completion; return to Adams County Community Development.
- 3) **Contractor Appointment of Officer to Supervise Payment** - Submit to Adams County Davis Bacon Compliance Officer with first payroll sheet.
- 4) **Payroll and Statement of Compliance** - Complete weekly and submit to Adams County Davis Bacon Compliance Officer within seven (07) days. Number your payroll sheets consecutively (1, 2, 3, 4, etc.). Complete in **BLUE** or **BLACK INK**; do not use a pencil. Do not use whiteout on any errors; place one line through the error and rewrite the correct figure. If you prepare computerized payroll sheets, those are appropriate to submit.
- 5) **Report of Additional Classification and Wage Rate** - Submit to Adams County Davis Bacon Compliance Officer, as appropriate.
- 6) **Apprentices/Trainees** - Submit to Adams County Davis Bacon Compliance Officer with the first payroll on which an apprentice appears:
 - Copy of apprenticeship registration in an official Department of Labor Apprenticeship Program; and
 - Copy of the approved program pertaining to the wage rates and ratios.
- 7) **Contractor Eligibility Verification Form**
- 8) **Section 8-17.5-102 C.R.S**

Please address any questions about Davis-Bacon and your project to:
ADAMS COUNTY PURCHASING DEPARTMENT
4430 S. Adams County Parkway, Suite C1900
Brighton, Colorado 80601
Heidi Casteel
720.523.6053
hcasteel@adcogov.org

For Davis-Bacon Compliance questions, please contact:
ADAMS COUNTY COMMUNITY DEVELOPMENT - COMPLIANCE OFFICER
Kate Smith
Compliance Officer
720.523.6061
kmsmith@adcogov.org

ATTACHMENT A5.2 Project Wage Rate Sheet

Project Wage Rate Sheet			U.S. Department of Housing and Urban Development Office of Labor Relations			
PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
Plumbers			\$	GROUP #	BHR	\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
OTHER CLASSIFICATIONS			\$	GROUP #	BHR	\$
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
			\$			
			\$			
			\$			
			\$			

HUD-4230-A (3/2004)

ATTACHMENT A7
MBE, WBE AND DBE Information Form

The County has established goals of **20% Minority Business Enterprise and 6% Women Business Enterprise** participation. All SubRecipients must demonstrate a good faith effort in assisting the County in meeting the Counties MBE/WBE goals. SubRecipient's must ensure that all contractors assist in meeting the Counties MBE/WBE goals for award contracts under this agreement.

MINORITY AND WOMEN BUSINESS UTILIZATION

GENERAL INFORMATION CONTAINED IN THIS SECTION OF THE SPECIFICATIONS, REGARDING THE COUNTY'S MBE/WBE REQUIREMENTS, IS DETAILED IN THE MBE/WBE PLAN.

MINORITY & WOMEN BUSINESS ENTERPRISE

1. DEFINITIONS:

A. MINORITY BUSINESS ENTERPRISE (MBE)

For a business to be classified as a minority-owned business at least 51 percent owned by one or more eligible minorities; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more eligible minority individuals, and Whose management and daily business operations are controlled by one or more such individuals. The County and the Department of Housing and Urban Development, defines minority as a person who is:

1. Black American
2. Hispanic American
3. Native American
4. Asian-Pacific American
5. Asian-Indian American

B. WOMEN BUSINESS ENTERPRISE (WBE)

For a business to be classified as a women-owned business it must be 51 percent owned, or in the case of any publicly owned business, at least 51 percent of the stock must be owned, by a women or women. Also, management and daily business operations must be controlled by one or more women.

2. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION

SubRecipient and contractors are encouraged to consider subcontracting portions of the engagement to small firms or firms owned and controlled by socially and economically disadvantage individuals. If this is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the project details. Following the execution of the agreement, no additional subcontracting will be allowed without the express prior written consent of the County.

The SubRecipient should identify the extent to which staff, subcontracts, joint venture or consortiums to be assigned to this engagement reflect the County's commitment to Affirmative Action.

A breakdown of percentage and dollar value of the contract to be assigned to Minority business enterprise and Women Business Enterprise is required. This Breakdown shall include the following:

- A. Name of the Firm
- B. The percentage of the agreement to be assigned and its corresponding dollar value.

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EXHIBIT A

(Documents following this page of the Agreement)

Exhibits:

1. Adams County Specifications and Statement of Work for Grant Funding
2. Adams County Community Development Amendment and Modification Policy
3. Additional Federal Requirements
4. Sample Payment Bond
5. Sample Performance Bond

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Exhibit A1
SPECIFICATIONS/SCOPE OF SERVICE

I. WORK TO BE COMPLETED BY THE SUBRECIPIENT:

The following provisions outline the scope of the work to be completed: The SubRecipient will utilize CDBG funding to address two facility issues that require attention at its Pecos location:

- Drainage concern at northwest corner of building.
- Inadequate environmental protection of rooftop HVAC equipment.

The Catalog of Federal Domestic Assistance (CFDA) number for this project is: CFDA 14.218

A. Payment

Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in the scope of work.

The County expressly recognizes that the SubRecipient is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubRecipient is contingent upon receipt of such funds.

In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable any financial obligation of the County to the SubRecipient during the current fiscal year, is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified in the SubRecipient's schedule of completion **Attachment A3**, the SubRecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Reimbursement for Expenses

The SubRecipient agrees that before the County can distribute any CDBG funds to it, the SubRecipient must submit to the County's Community Development Department documentation in the form required by that Department which properly and fully identifies the amount which the SubRecipient is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubRecipient as soon as possible.

C. Timeline

All Project activities will be completed, and draw requests submitted, by November 30, 2013, unless the SubRecipient notifies the County in writing thirty (30) days prior to the above mentioned date that the project cannot be completed, and all draw requests submitted, until **45 days after the contract end date.**

D. Performance Criteria

In accordance with the funding application submitted by the SubRecipient for the Project, the criteria listed below are to be met during the execution of the Project.

- (a). Quantifiable Goals: The SubRecipient will utilize CDBG funding for project and construction in accordance with applicable industry and local codes and standards, as well as, the Americans with Disabilities Act (ADA).
- (b). Quarterly Performance Standards: Quarterly performance standard will be required.

E. Environmental Review:

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Adams County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58; Sections 58.5, 58.34(a)(1-10); 58.35(a); and 58.36 through 58.45. The parties further agree that the provision of any funds to the project is conditioned on Adams County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

F. Reversion of Assets:

Upon the termination of this Agreement, the Subrecipient shall transfer to the COUNTY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. Any real property that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall upon the termination of the Agreement either meet a CDBG national objective for at least five years thereafter or shall be disposed of and proceeds of the fair market value of the property, less any value obtained through non-CDBG funds, be returned to the COUNTY. The Subrecipient shall not change the use of any such property from that for which the acquisition was made unless affected citizens have been provided with reasonable notice of and opportunity to comment on any proposed change, the County has approved such change of use and the change in use has met all applicable federal laws and regulations.

G. Labor Standards (Davis-Bacon):

Project activities require compliance with federal labor standards (Davis Bacon Wages). SubRecipient is to contact Adams County Davis Bacon Compliance Officer for information regarding federal labor standards compliance during the agreement project. SubRecipient shall comply with all applicable federal labor standards.

II. RESPONSIBILITIES OF THE COUNTY

A. **Administrative Control**

The SubRecipient recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubRecipient agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubRecipient pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubRecipient and to provide Community Development staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

III. RESPONSIBILITIES OF THE SUBRECIPIENT

A. Federal Compliance

The SubRecipient shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG and CDBG-R Programs. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
11. Section 3 of the Housing and Urban Development Act of 1968;
12. Non-discrimination in employment, established by Executive Order 11246;
13. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
14. Audit requirements established in OMB Circular A-133; and
15. Cost principles established in OMB Circulars A-87 and A-122.
16. Conflict of Interest:
 - a) Applicability.
 - (1) In the procurement of supplies, equipment, construction, and services by the County and by the SubRecipient, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.
 - (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubRecipient to individuals, businesses, and other private entities under

eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

b) *Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubRecipient that are receiving funds under this part.

d) *Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

17. The SubRecipient cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Non-Procurement Programs.

B. Non-Appropriations Clause

The SubRecipient agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubRecipient Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubRecipient Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubRecipient's Projects and activities, shall be allocated to the specific projects and activities described and listed in **Attachments A1-A3**. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects, activities, or the amount allocated shall be changed without approval by the County.

E. Direct Project Supervision and Administration

The SubRecipient shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubRecipient's staff, agency and employees. The SubRecipient shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubRecipient is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubRecipient on any projects or activities.

The County shall have no duty or obligation to provide any additional funding to the SubRecipient if its projects or activities cannot be completed with the funds allocated by the County to the SubRecipient. Any cost overruns shall be the sole responsibility of the SubRecipient.

- 1. The SubRecipient agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.

2. The SubRecipient agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubRecipient shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubRecipient, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the services or work performed under this agreement.

G. Bonding Requirements

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Program Income

All program income directly derived from the Adams County CDBG program received by the SubRecipient will be retained by the SubRecipient and will be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubRecipient's Adams County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

I. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Sections I and II of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubRecipient shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

J. State and County Law Compliance

All responsibilities of the SubRecipient enumerated herein shall be subject to applicable State statutes and County ordinances, resolutions, rules, and regulations.

K. Subcontracts

If subcontracts are used on the Project, the SubRecipient agrees that the provisions of this Agreement shall apply to any subcontract.

L. The SubRecipient certifies that to the best of its knowledge and belief:

I. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

M. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubRecipient's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubRecipient shall reimburse the County to the full extent of the disallowance.

IV. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION

1. The County's Board of Commissioners has set an overall goal of 20% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (MBE) participation in the procurement of supplies and services. SubRecipient is encouraged to present a team approach that meets or exceeds goals.
2. SubRecipient must encourage and consider subcontracting portions of the work to firms owned and controlled by socially and economically disadvantaged individuals.

V. SECTION 3 COMPLIANCE – Job Training, Employment and Contracting Opportunities for Low-Income Persons

1. The work to be performed under the agreement 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). The purposes of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The SubRecipient agrees to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by its execution of the agreement, the SubRecipient certifies that it is under no contractual or other impediment that would prevent it from complying with the 24 CFR part 135 regulations.
3. The SubRecipient agrees to send to each labor organization or representative of workers with which the SubRecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SubRecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions' and the anticipated date the work shall begin.
4. The SubRecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a

finding that subcontractor is in violation of the regulations in 24 CFR part 135. The SubRecipient will not subcontract with any subcontractor where the SubRecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The SubRecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the extent feasible (i) preference and opportunities for training and employment shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to the agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

VI. NOTICE OF SECTION 3 NUMERIC GOALS AND PREFERENCES

1. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, requires that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible be directed to: (1) low- and very-low income persons, particularly those who are recipients of government assistance for housing; and (2) business concerns which provide economic opportunities to low- and very low-income persons. The proposed agreement is a Section 3 covered agreement. Agreement requirements are summarized below. Further information is available in HUD regulation at 24 CFR Part 135.

2. Definitions.

- a. "Section 3 resident" means:
 - i. a public housing resident; or
 - ii. an individual who resides in the metropolitan area or non-metropolitan county in which the proposed contract will be performed and who is a low-income or very low-income person.
- b. "Business concern" means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.
- c. "Section 3 business concern" means a business:
 - i. That is 51 percent (51%) or more owned by Section 3 residents; or
 - ii. Whose permanent, full-time employees include persons, at least 30 percent (30%) of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
 - iii. That provides evidence of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontracts to be awarded by the business under the proposed contract to Section 3 businesses as defined in a. and b. above.

3. **Employment.**

- a. SubRecipient is advised of the following numerical goals for hiring Section 3 residents which have been set by HUD for employment and training opportunities:
- b. 10 percent (10%) of the aggregate number of the respondent's new hires for the one-year period beginning October 1, 1994.
- c. 20 percent (20%) of the aggregate number of the respondent's new hires for the one-year period beginning October 1, 1995.
- d. 30 percent (30%) of the aggregate number of the SubRecipient's new hires for the one-year period beginning October 1, 1996, and every year thereafter.
- e. Preference for Section 3 residents in training and employment - Efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:
- f. The numerical goals set forth in this section apply to contracts awarded in connection with all Section 3 covered projects and activities. SubRecipient is advised that the County, its contractors and subcontractors shall direct their efforts to award Section 3 contracts, to the greatest extent feasible by committing to award to Section 3 business concerns:

At least 10 percent (10%) of the total dollar amount of the proposed contract if the contract is for building trades work for maintenance, repair, modernization or development; and

At least 3 percent (3%) of the total dollar amount of all other contracts.

- g. Preference for Section 3 business concerns in contracting opportunities – The SubRecipient, its contractors and subcontractors shall direct their efforts to award Section 3 covered contracts in the following order of priority:

Category 1 Business: A business concern that is 51 percent (51%) or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent (30%) of these persons as employees.

Category 2 Business: A business concern that is 51 percent (51%) or more owned by residents of other housing developments or developments managed by the SubRecipient that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent (30%) of these persons as employees.

Category 3 Business: An entity carrying out a HUD Youthbuild program in the metropolitan area in which the Section 3 covered assistance is expended.

Category 4 Business: A business concern that is 51 percent (51%) or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent (30%) Section 3 residents, or that subcontracts in excess of 25 percent (25%) of the total amount of subcontracts to Category 1 or Category 2 businesses.

VII. SUBRECIPIENT SECTION 3 OPPORTUNITIES PLAN SUBMISSION

1. The apparent successful respondent, prior to entering into a contract with the SubRecipient, shall submit a Section 3 opportunities plan. This plan shall separately address training and employment opportunities for Section 3 business concerns. The plan shall be subject to approval by the SubRecipient and the approved plan shall become a part of the agreement. Failure to submit a plan or to demonstrate compliance through a submitted plan with the "greatest extent feasible" requirement of 24 CFR Part 135 shall result in the SubRecipient being determined non-responsible and ineligible for award of the agreement.

2. The submitted plan shall include the following:

a. Pre-Award Information

- i. Name, position, address and telephone number of the person responsible for hiring.
- ii. Anticipated date that the work will begin.
- iii. A list of current employees by trade.
- iv. A list of the qualifications which are required for each available position.
- v. A copy of the notice that has been sent to the labor organizations or representative of the workers with which the contractor has a collective bargaining agreement or other understanding, if any, advising the organization or representative of the contractor's commitments under this Section 3 clause. The contractor will also post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. This notice shall set forth the minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person taking applications for each of the positions; and the anticipated date the work shall begin.

b. Training and employment opportunities.

- i. A preliminary statement of contractor/s subcontractors anticipated new hires under this contract (those persons not currently on the payroll). This is to include information on the skilled, semiskilled, unskilled labor, apprentice and trainee positions by category, where known. Also identify the anticipated date of hiring for each of the trade classifications listed. If this information is not known for subcontractors not yet identified in proposal documents, such information shall be supplied by the SubRecipient to the County prior to the signing of any contract between the contractors and their subcontractors and prior to the commencement of any work on the Project.
- ii. A statement of the job titles and number of positions expected to result in new hires under the contract.
- iii. The SubRecipient shall identify his anticipated goals for the training and employment of Section 3 residents. These goals are to be expressed in terms of the percentages of the planned aggregate number of new hires for the proposed contract following the one year period beginning October 1, 1994 and each successive one year period of contract performance. The SubRecipient shall describe the method used to develop these goals and the efforts to be undertaken to meet the goal, including the extent to which the training and employment preferences in 24 CFR section 135.34 will be applied.

- iv. A certification that any vacant employment positions, including training positions, that are filled (1) after the respondent is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- c. Subcontracting opportunities
 - i. The SubRecipient shall identify his anticipated Goal accomplishments, expressed in terms of percentages of planned subcontracting dollars, for the use of Section 3 business concerns as subcontracts.
 - ii. A statement of the total dollars to be subcontracted, total dollars to be subcontracted to Section 3 business concerns for building trades work, and total dollars to be subcontracted to Section 3 business concerns for other than building trades work.
 - iii. A description of the method used to develop the goals and the efforts to be undertaken by the contractor to meet the goal including the extent to which the preferences for Section 3 business concerns in 24 CFR 135.36 will be applied.
- d. A list identifying each Section 3 covered contract or subcontract awarded to the respondent since August 1, 1994, the goals established under each such contract or subcontract, and the present status of the respondent's efforts to implement the goals.
- e. Each contractor or subcontractor seeking to establish that to the greatest extent feasible it has made every effort to fill all training and/or employee positions with Section 3 residents may, as minimum, set forth evidence acceptable to the County that it has taken some or all of the following steps:
- f. Attempted to recruit from the appropriate areas the necessary number of residents through:
 - Advertising in the County's resident newsletter and other local advertising media;
 - Distributing flyers on training and job opportunities to the local resident developments;
 - Asking resident and other resident bodies to help promote resident participation and asking similar help from community organizations;
 - Placing signs at the construction site and informing the community organization and public and private institutions operating within or serving the project area of potential jobs and contract opportunities;
 - When feasible, holding job information meetings and workshops to help Section 3 residents complete applications and learn interviewing techniques;
 - Arranging for a place within the community for residents to drop off application forms and hold interviews; and
 - Residents can be hired through the County Workforce Employment and Training Program and any other similar community based organization may be utilized toward meeting Section 3 requirements.

VIII. CONTRACTOR SECTION 3 OPPORTUNITIES PLAN AND REPORTING

1. A specific Section 3 opportunities plan will be established for this agreement by the SubRecipient. The plan will be included as part of this contract.
2. The contractor shall provide a status report identifying its progress in meeting the goals established in the plan on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved plan. For any goal not met, the report shall identify the impediments encountered and the contractor’s actual and future actions to overcome such impediments. The report shall also identify any other economic opportunities which the contractor has taken or intends to take.
3. The failure of the contractor to comply in good faith with the approved plan shall be a material breach of the contract.

IX. EVALUATION CRITERIA – SECTION 3 REQUIREMENTS

1. Section 3 Business Concern Category Priority Ranking
The respondent shall be awarded the number of points corresponding to the business category definitions for which the respondent qualifies:

<u>Category 1 business</u> – 51% or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended, <u>or</u> whose full-time, permanent workforce includes 30% of such residents as employees.	<u>Points</u> 5
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<u>Category 2 business</u> – 51% or more owned by residents of other housing developments managed by the housing County that is expending the Section 3-covered funding, <u>or</u> whose full-time, permanent workforce includes 30% of such residents as employees.	<u>Points</u> 5
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<u>Category 3 business</u> – HUD Youthbuild programs being carried out in the metropolitan area or non-metropolitan county in which the Section 3-covered funding is expended.	<u>Points</u> 5
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<u>Category 4 business</u> – 51% or more owned by Section 3 residents, <u>or</u> whose full-time, permanent workforce includes no less than 30% Section 3 residents, <u>or</u> whose full-time, permanent workforce includes no less than 30% Section 3 residents, <u>or</u> that subcontracts in excess of 25% of the total amount of subcontracts to category 1 or 2 business.	<u>Points</u>
	5

2 Section 3 strategy. (maximum of 5 points)

The quality of the respondent’s strategy for complying with the Section 3 training and employment and/or contracting “greatest extent feasible” requirements including:

- a. The clarity and detail of the respondent’s proposed strategy;
- b. The feasibility of the strategy;
- c. The respondent proposed numerical goals for employment and subcontracting;
- d. The respondent’s proposed strategy to obtain compliance by proposed subcontractors with training, employment and subcontracting goals; and
- e. The respondent’s past and current efforts to provide training and employment opportunities to Section 3 residents and/or subcontracting opportunities to businesses that would be considered Section 3 businesses.

X. SECTION 3 REPORTING AND RECORDKEEPING

- 1. In order to insure that the County is kept informed of the progress being made by the contractor and subcontractors in meeting the obligations under the requirements of this contract, each contractor or subcontractor will be required to maintain a list of all Section 3 residents who have applied either on their own or on referral from any source. This information will be supplied on a monthly basis, in a form acceptable to the County.
- 2. The County may periodically conduct a compliance review to determine compliance with these contract provisions.

EXHIBIT A2 AMENDMENT POLICY

**ADAMS COUNTY
COMMUNITY DEVELOPMENT
AMENDMENT POLICY
for Community Development Block Grant (CDBG) and CDBG-R
Community Services Block Grant (CSBG) and CSBG-R
Emergency Services Grant (ESG)
HOME Investment Partnerships Program (HOME)
Homelessness Prevention and Rapid Re-Housing (HPRP)**

I. MINOR BUDGET ADJUSTMENTS
Adjustments in budget line items are allowable as necessary provided the change does not exceed the total amount awarded and provided the expenditure is eligible for reimbursement. The Administrator of Community Development is authorized to approve minor budget adjustments. Recipients of grant awards should request approval of these adjustments in writing. The Administrator of Community Development will notify the recipients in writing of the County's approval.

II. MINOR PROJECT MODIFICATION
A minor project modification is a change in the project which does not result in an increase to the previously determined award amount nor a change to the national objective or activity category as designated for the original project.

To request a minor project modification the recipient must submit a letter describing the changes, including a revised budget, to Adams County Community Development. The Administrator of Community Development will review the requested modification.

The Administrator of Community Development has the authority to approve minor project modifications affecting less than \$10,000 of the project award amount. For modifications in a project affecting between \$10,000 and \$25,000 of the project award amount, approval by the Director of Human Services is required. Approval by the County Commissioners is required if the modification in the project affects the project in an amount of \$25,000 or more.

The Administrator of Community Development will notify the recipient in writing that the modification has been approved and that the recipient may proceed with project implementation, or that the requested modification has not been approved.

III. SUBSTANTIAL PROJECT MODIFICATION
A substantial project modification is any change that is not a minor budget adjustment or minor project modification as described above.

Prior to formal submission, the Administrator of Community Development must review the proposed modification for grant eligibility and consistency with the Consolidated Plan. Upon formal written request from the recipient, Community Development:

- review the project for complete information, for compliance as an eligible grant activity, and for consistency with the Consolidated Plan;
- complete an environmental review, if required;
- consult with the County Attorney if standard contract provisions may be at issue; and
- ensure that the public is informed of the proposed change if required by the Citizen Participation Plan.

Substantial project modifications require approval of the Board of County Commissioners and an amendment to the Contract.

EXHIBIT A3
Additional Federal Requirements

1. DISPLACEMENT, RELOCATION, AND ACQUISITION. The SubRecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms), as a result of the activities of its Project. Notice shall be given by the SubRecipient of the actions to be undertaken and shall advise the tenants that displacement or relocation may be required on their part. If displacement should occur the SubRecipient must ensure that:

(a) Relocation benefits shall be provided for all families whose occupied housing is demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:

- (1) compensation sufficient to ensure that, for a 42 month period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or
- (2) if elected by a family, a lump sum payment equal to the capitalized value of the benefits available under subclause (1) to permit the household to secure participation in a housing cooperative or mutual housing association.

(b) Persons displaced shall be relocated into comparable replacement housing that is:

- (1) decent, safe, and sanitary;
- (2) adequate in size to accommodate the occupants;
- (3) functionally equivalent to the displacement dwelling; and,
- (4) in an area not subject to unreasonably adverse environmental conditions from either natural or human sources.

(c) Persons displaced shall have the right to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if such persons determine that it is in their best interest to do so; and, where a claim for assistance under subparagraph (a) is denied by the SubRecipient, the claimant may appeal to the County and then to HUD and the decision of the County shall be final unless HUD or a court determines the decision was arbitrary and capricious.

(d) County Appeal Procedures - General Statement: Any claimant may appeal in the following manner: Procedures: The claimant will file a written appeal within three (3) working days of denial, providing detailed information which substantiates the complaint, with the County Purchasing Department, with a copy being sent to the County Administrator. The County Purchasing Department may invoke an immediate stay of the decision upon receipt of such complaint. Within fifteen (15) working days after receipt of such complaint the County Purchasing Department will investigate the complaint and render a decision.

In the event that the dispute is not resolved between the County Purchasing Department and the claimant, the claimant shall within three (3) working days after the dispute is not resolved, send a copy of the original complaint, along with a cover letter to the County Administrator which states that the claimant is unsatisfied as to the response by the County Purchasing Department.

A copy of the cover letter shall be sent to the County Purchasing Department. Upon receipt of the complaint by the County Administrator, the County Administrator will: 1) Render a written decision within fifteen (15) working days after receipt of the complaint; and 2) Forward the complaint to the U.S. Department of Housing and Urban Development (HUD).

2. AFFIRMATIVELY FURTHERING FAIR HOUSING. The SubRecipient shall affirmatively further fair housing in addition to conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS. The SubRecipient shall comply with the applicable uniform administrative requirements, as described in 24 CFR Section 92.505.

4. POLITICAL ACTIVITY AND LOBBYING.

(a) Political Activity - The SubRecipient, when a public entity, shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) which limits the political activity of its employees. The SubRecipient, when not a government entity, shall not use any ADDI funds to finance the use of facilities or equipment for political purposes or to engage in partisan political activities.

(b) Lobbying - The SubRecipient certifies by execution of this Agreement that, to the best of its knowledge and belief:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Contract.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Contract (Contract), the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions and which are available from the County's Authorized Representative.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative Contracts) and that the SubRecipient and all subawardees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

5. PROHIBITION AGAINST DISCRIMINATION PROVISIONS. The SubRecipient shall ensure that no person in the United States shall on the ground of race, color, religion (in instances of fair housing), sex, national origin, disability (with respect to qualified individuals with disabilities), or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity conducted under this Agreement. The SubRecipient is subject to the discrimination prohibition requirements under the following laws and authorities including but not limited to:

(a) Housing and Community Development Act - Section 109 of the Housing and Community Development Act of 1974, as amended.

(b) Age Discrimination Act of 1975 - Age Discrimination Act of 1975 and the implementing regulations found at 24 CFR Part 146, but with the exceptions permitted therein.

(c) Rehabilitation Act and American with Disabilities Act - Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 24 CFR Part 8, and the Americans with Disabilities Act, codified at 42 U.S.C. Section 12101. In addition, the SubRecipient is subject to the requirements of the Architectural Barriers Act of 1968, and implementing regulations, incorporated herein by reference, with respect to accommodations for the physically disabled. Design, construction, and alteration of public facilities shall be made in such manner so as to ensure that physically disabled persons will have ready access to and use of such buildings pursuant to the "Uniform Federal Accessibility Standards" as amended, which is incorporated herein by this reference.

(d) Fair Housing - Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act, 42 U.S.C. 3600-3620) and Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107.

6. SEPARATION OF CHURCH AND STATE PROHIBITIONS.

Pursuant to 24 CFR Section 92.257, the SubRecipient shall not obligate nor expend any funds under this Agreement that will be used for religious activities or provided to primarily religious entities for any activities, including secular activities. However, ADDI funds may be used to acquire housing from a primarily religious organization.

7. E.O. 11246 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

During the performance of this Agreement, where construction costs shall exceed \$10,000, the SubRecipient agrees as follows:

(a) No Discrimination - The SubRecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SubRecipient 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, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SubRecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Solicitations or Advertisements - The SubRecipient will, in all solicitations or advertisements for employees placed by or on behalf of the SubRecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Labor Unions - The SubRecipient will send to each labor union or representative of workers with which the SubRecipient has a collective bargaining Contract or other Contract or understanding, a notice advising the labor union or workers' representative of the SubRecipient 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.

(d) Executive Order 11246 - The SubRecipient 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.

(e) Executive Order 11246 Reports - The SubRecipient 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 the SubRecipient's 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.

(f) Noncompliance - In the event of the SubRecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the SubRecipient may be declared ineligible for further Government Agreements 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, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Inclusion of Provisions - The SubRecipient will include the provisions of paragraphs (a) through (f) in every sub-agreement or purchase order unless excepted 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 each provision will be binding upon each subcontractor or vendor. The SubRecipient will take such action with respect to any sub agreement 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 the SubRecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the SubRecipient may request the United States to enter into such litigation to protect the interests of the United States.

(h) Employment Information - The SubRecipient further agrees to complete and submit to the County, with its final invoice, employment information, on County forms, during the performance period of this Agreement which covers the entire period of performance of this Agreement or from the beginning effective date to the successful completion of all activities under the Scope of Services of this Agreement, whichever in length of time is shorter.

8. FLOOD INSURANCE. The SubRecipient shall not use HOME funds with respect to the acquisition, new construction, or rehabilitation of its Project located in an area identified by FEMA as having special flood hazards unless flood insurance has been obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) as amended.

9. MINORITY AND WOMEN'S BUSINESS ENTERPRISES. In complying with HUD instructions made pursuant to Executive Order 11625, 12432 and 12138 incorporated herein by reference, to foster and promote minority and women's business enterprises and with 24 CFR Section 85.36(e) to award a fair share of Contracts to small and minority and women's businesses, the SubRecipient shall maintain documentation of its efforts to assure small and minority and women's businesses are considered and used where possible as provided for under 24 CFR Section 85.36(e) which is incorporated herein by reference.

10. RELOCATION AND REAL PROPERTY ACQUISITION. Where the SubRecipient uses funds under this Agreement to relocate or acquire real property, the SubRecipient shall be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894, 42 U.S.C. 4601), as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Title IV of Pub. L. 100-17, 101 Stat. 246-255, 42 U.S.C. 4601 note) and as set forth in 49 CFR Part 24, which provisions shall be incorporated herein by reference.

11. DEBARRED OR SUSPENDED CONTRACTOR. The SubRecipient shall not directly or indirectly use funds to employ, award Contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of Executive Order 12549 and 24 CFR 85.35. The SubRecipient shall submit to the County with this Agreement ownership information and shall submit to the County from any and all contractors, contractor ownership information within five (5) working days after a Contract or understanding has been executed or reached between the SubRecipient and contractor.

12. COMPLIANCE WITH APPLICABLE LAWS. At all times during the performance of this Agreement, the SubRecipient contractors and any subcontracts shall strictly adhere to all applicable federal and County laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable federal laws and regulations include, but are not limited to, the following:

(a) National Environmental Policy Act of 1969, (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

(b) National Historic Preservation Act of 1966, (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.

(c) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.) requiring that federally funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

(d) The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.) providing for the preservation of historic and archaeological data that would be lost due to federally funded development and construction activities.

(e) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

(f) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

(g) Safe Drinking Water Act of 1974, (42 USC 201, 300 et seq., 7401 et seq.) as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

(h) The Endangered Species Act of 1973, (16 USC 1531 et seq.) as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species which is determined by the Department of the Interior, after consultation with the County, to be critical.

(i) The Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.) as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

(j) The Clean Air Act of 1970, (42 USC 1857 et seq.) as amended, requiring that federal assistance will not be given and that a license or permit will not be issued to any activity not conforming to the local government implementation plan for national primary and secondary ambient air quality standards.

(k) HUD Environmental Criteria and Standards, (24 CFR Part 51) providing national standard for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

(l) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42); providing for uniform and equitable treatment of persons displaced from their homes, business, or farms by federal, or federally assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting Contract appraisers and Contract negotiations, furnishing to owners of property to be acquired a written summary of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

(m) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally assisted program. Relocation payments and assistance, last resort housing replacement by displacing agency, and grievance procedures are covered under the Uniform Act.

Payments and assistance will be made pursuant to state or local law, or the SubRecipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

(n) Davis-Bacon Fair Labor Standards Act, (40 USC 276a -276a-5) requiring that, on all Contracts and subcontracts which exceed \$2,000 for federally assisted construction, alteration or rehabilitation, laborers and mechanics employed by the SubRecipient, contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of twelve (12) or more families.)

(1) Volunteers - The prevailing wage provisions of this Act do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

(2) Sweat equity - The prevailing wage provisions of this Act do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for home ownership or provide labor in lieu of, or as a supplement to, rent payments.

(o) Contract Work Hours and Safety Standards Act of 1962, (40 USC 327 et seq.) requiring that mechanics and laborers employed on federally assisted Contracts which exceed \$2,000 be paid wages of not less than one and one half times their basic wage rates for all hours worked in excess of forty in a work week.

(p) Copeland "Anti-Kickback" Act of 1934, (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(q) The Lead-Based Paint Poisoning Prevention Act of 1971, (42 USC 4831), The Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35 and all other related federal regulations, prohibiting the use of lead based paint in residential structures constructed or rehabilitated with federal assistance; requiring notification to purchasers and tenants of such housing of the hazards of lead based paint and of the symptoms and treatment of lead based paint poisoning; requiring inspection and testing of such housing and requiring elimination of any lead-based paint hazards in such housing that is to be rehabilitated, modernized or improved under this Contract.

(r) Section 3 of the Housing and Community Development Act of 1968, (12 USC 1701 (u)) as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects will be given to lower-income persons in the unit of the Project area, and that Contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the Project area.

(s) Section 109 of the Housing and Community Development Act of 1974, (42 USC 5309) as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

(t) Title VI of the Civil Rights Act of 1964, (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.

(u) The Fair Housing Act, (42 USC 3601-20) as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap and familial status.

(v) Executive Order 11063, (1962) as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

(w) Executive Order 12372, Special Contract Condition Water or Sewer Facilities, Notwithstanding any other provision of this Contract, no funds provided under this Contract may be obligated or expended for the planning or construction of water or sewer facilities until receipt or written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The County shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this Contract for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(x) Section 504 of the Rehabilitation Act of 1973, (29 USC 793) as amended providing that no otherwise qualified individual shall, solely by reason of a disability, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

(y) Drug Free Workplace. The SubRecipient shall comply with the Drug Free Workplace Act of 1988, as amended, and any regulations promulgated there under.

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Federal Labor Standards Provisions

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

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay an other bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

form HUD-4010 (6/7/2003)
ref. Handbook 1344.1

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.

Additional Links for Reference:

Federal Regulations/Guidelines Related to National Objective

For each activity, a written description of how the use of CDBG funds for the activity will maximize job creation and economic benefit in relation to the CDBG funds obligated, and will address the Recovery Act, by:

- (a) Preserving and creating jobs and promoting economic recovery;
- (b) Assisting those most impacted by the recession;
- (c) Providing investment needed to increase economic efficiency;
- (d) Investing in transportation, environmental protection, or other infrastructure that will provide long-term economic benefits;
- (e) Minimizing or avoiding reductions in essential services; or
- (f) Fostering energy independence

For additional information reference DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT [Docket No. FR-5309-N-01]: Notice of Program Requirements for Community Development Block Grant Program Funding Under the American Recovery and Reinvestment Act of 2009.

24 CFR Part 85

ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

http://www.hud.gov/offices/lead/library/lead/24_CFRPART_85.pdf

24 CFR Part 85, OMB Circular A-87, "Cost Principles for State and Local Governments"

<http://www.whitehouse.gov/omb/rewrite/circulars/a087/a087-all.html>

OMB Circular A-133, "Audits of Higher Education and Other Nonprofit Institutions"

<http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>