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# CITY OF BRAWLEY

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## **LIONS CENTER POOL REHABILITATION PROJECT**

### **SPECIFICATION NO. 2023-01**

### **COMMUNITY DEVELOPMENT BLOCK GRANT #21-CDBG-PI-00029**

  
Guillermo Sillas, Public Works Director

Proposals will be received at Brawley, California, until **2:00 PM, on February 15, 2023**, at the Public Works Building, 180 South Western Avenue, Brawley, California 92227. Requests for bid documents and all questions during the bidding process must be directed to **Ana Gutierrez, Contracts Officer** Telephone (760) 344-5800 ext. 21.

#### **NOTE:**

A **Non-Mandatory Pre-Bid conference** will be held at the Public Works Building, 180 South Western Avenue, Brawley, CA on **January 24, 2023, at 10:00 am**, to discuss specifications and any questions Bidders may have.

The entire Proposal Section must be returned in a sealed envelope with all required forms. A list of the required forms is listed below.

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#### **CONTRACTOR'S CHECKLIST:**

- Proposal
- Proposal Signature Page
- Bid Schedule
- Acknowledgment of Addenda
- Bid Bond
- Non-Conclusion Affidavit
- Public Contract Code Section 10162 Questionnaire
- List of Proposed Subcontractors
- Major Material Supplier Information
- Debarment and Suspension Certification
- Nondiscrimination Clause
- Equal Employment Opportunity Clause
- Equal Employment Opportunity Certification
- Drug-Free Workplace Certification
- Buy America Requirement Certification
- Declaration of Eligibility of Contract
- Elimination of Segregated Facilities & Certification Notice
- Certification of Non-Segregated Facilities
- Bid Document Language for Construction Contracts Over \$10,000
- MBE/WBE Standard Contract Language Construction Over \$10,000
- Obtaining Lists of Minority and Women's Contractors
- Practical Guidance for Complying With Section 3 Regulations
- Section 3 Clause for Construction Contractors and Subcontractors
- Section 3 Numerical Goals/ Targets
- Section 3 Assurances
- Section 3 Affirmative Action
- Section 3 Business Eligibility
- Section 3 Project Workforce Breakdown
- Section 3 Contracts/Subcontractors
- Form 4 (Attachment B) Selected Minority and Women-Owned Business Enterprises
- Construction Contractors' Affirmative Action Requirements
- Certification of Bidder Regarding Use of Female/Minority Subcontractors
- Construction Contracts/Subcontracts at or Above \$100, 000
- Required Federal Contract Language
- Non-Lobbying Certification for Federal Air Contracts
- Disclosure of Lobbying Activities



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**CITY OF BRAWLEY**

**WITH FUNDING**

**PROVIDED**

**BY**

**LOCAL FUNDS**

**&**

**COMMUNITY DEVELOPMENT BLOCK**

**GRANT #21-CDBG-PI-00029**





## **INVITATION FOR BIDS**

### **LIONS CENTER POOL REHABILITATION PROJECT SPECIFICATION NO. 2023-01**

**NOTICE IS HEREBY GIVEN** that the City of Brawley ("City") referred to as the Owner, will receive sealed bids for the **LIONS CENTER POOL REHABILITATION PROJECT**.

Sealed Bids must be received by the Public Works Office, 180 South Western Avenue, Brawley, California 92227 no later than **2:00 PM (Local Time), on February 15, 2023**, at which time they will be publicly opened and read aloud. No late bids will be accepted.

The Contract for the work advertised will be awarded to the lowest responsive, responsible bidder. The City reserves the right to reject any bids, waive any irregularities, or dispense with further bidding.

**BID BOND:** Shall be completed in the forms provided as per Instructions to Bidders, and accompanied by a Certified Check, Cashier's Check, or a Bid Bond executed in favor of the City of Brawley in an amount of ten percent of the bid, to be forfeited as fixed and liquidated damages should bidder neglect or refuse to enter into a contract.

**LIQUIDATED DAMAGES:** Liquidated Damages of \$500.00 per calendar day are included in this project.

**PROJECT DESCRIPTION:** The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the plans, specifications, and contract documents. The project consists of the demolition and removal of the existing swimming pool plaster and selected tile finishes, new construction of the swimming pool plaster finishes, tile, and other miscellaneous items shown on plans and specifications to provide a completely operational aquatic facility.

**COMPLETION OF WORK:** The proposed scope of work must be completed within **80** calendar days after the commencement date stated in the Notice to Proceed.

**CONTRACTOR'S LICENSE:** The contractor shall have a State of California Classification "A" Contractor's license to perform the work. A bid submitted by any contractor not properly licensed at the time of bid opening shall be considered non-responsive and will be rejected.

**PRE-BID MEETING:** A **non-mandatory pre-bid meeting** will be held on **January 24, 2023**, to familiarize all interested bidders with all technical conditions as it relates to the design of the project and CDBG requirements. The meeting will be held at **10:00 AM** at the **Public Works Office, 180 South Western Avenue, Brawley, CA 92227**.

**FEDERAL FUNDING:** This project is being financed with Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development and is subject to certain requirements that must be met: including compliance with guidelines and practices established by appropriate federal regulations including 1) Executive Order 11246, 2) Section 3 of the Housing and Community Development Act of 1968, as amended, 3) Certification of Non-Segregated Facilities, 4) OMB Circular A-102, 5) Title VI of the Civil Rights Act of 1964, 6) Section 504, Rehabilitation Act of 1973, 7) Age Discrimination Act of 1975, 8) Executive Order 12138, 9) Conflict of Interest Clause, 10) Retention and Custodial Requirements for Records Clause, 11) Contractors and Subcontractors Certifications, and others that may be appropriate or necessary.

**FEDERAL PREVAILING WAGE RATES:** The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, outlined in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

**DEPARTMENT OF INDUSTRIAL RELATIONS-REGISTRATION REQUIREMENT FOR AWARD:** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations according to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations according to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations



**STATE PREVAILING WAGE RATES:** Per Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages following the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

**APPRENTICES:** Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code Concerning the employment of apprentices by the Contractor or any subcontractor under him. It shall be the Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

**RETENTION:** The city will retain a portion of the Contract price as required by law. The Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Public Contract Code 22300, may be used by the Contractor.

**BIDDING DOCUMENTS:** Bidding documents may be obtained for \$30.00 (non-refundable) for digitized plans and specs from the Public Works Office at 180 South Western Avenue, Brawley, CA 92227, (760) 344-5800 ext. 21 Monday thru Friday from 8 am – 12 pm and 1 pm – 5 pm (closed from 12 pm – 1 pm). Bidding documents will be mailed to the bidder at the bidder's request; however, the City will not be responsible for delays in mail delivery.

Only those firms who have purchased the bid documents from the City will be directly provided any addendums that may be issued for this project before the bid opening date. If purchased through a plan room it will be the contractor's responsibility to make sure that they receive the Addendum.

Questions during the bidding process shall be directed to Ana Gutierrez, by email at [agutierrez@brawley-ca.gov](mailto:agutierrez@brawley-ca.gov), no later than 5:00 p.m. **January 27, 2022.**

PUBLISHED: IMPERIAL VALLEY PRESS

*Ana Gutierrez*, Contracts Officer

January 13, 2023  
January 23, 2023



**CITY OF BRAWLEY**  
**LIONS CENTER POOL REHABILITATION PROJECT**  
**SPECIFICATION NO. 2023-01**

**MBE/WBE STANDARD**  
**BID DOCUMENT LANGUAGE FOR CONSTRUCTION CONTRACTS OVER \$10,000**

(The following notice shall be included in and shall be a part of all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts above \$10,000 to be performed in geographical areas designated by the Secretary of Labor.)

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The offeror or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

GOALS FOR MINORITY GOALS FOR FEMALE PARTICIPATION IN TIMETABLES	PARTICIPATION IN EACH TRADE	EACH TRADE
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

These goals apply to all contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such a geographical area where the work is performed. Concerning this second area, the contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications outlined in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of the award of any construction subcontract above \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this notice, and the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

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**CITY OF BRAWLEY**  
**LIONS CENTER POOL REHABILITATION PROJECT**  
**SPECIFICATION NO. 2023-01**  
**MBE/WBE**  
**STANDARD CONTRACT LANGUAGE CONSTRUCTION OVER \$10,000**

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

**AREA COVERED**  
**(GOALS FOR FEMALES APPLY NATIONWIDE)**

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

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

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

<u>AREA COVERED</u>	<u>ECONOMIC AREAS</u>	<u>GOAL PERCENT</u>
<b>Redding Economic Area</b>		
	Lassen County, Modoc County, Plumas County,	6.8%
	Shasta County, Siskiyou County, Tehama County	
<b>Eureka Economic Area</b>		
	Del Norte County, Humboldt County, Trinity County	6.8%
<b>San Francisco-Oakland-San Jose Economic Area</b>		
	Monterey County	28.9%
	Alameda County, Contra Costa County, Marin County,	
	San Francisco County, San Mateo County	25.6%
	Santa Clara County	19.6%
	Santa Cruz County	14.9%
	Sonoma County	9.1%
	Napa County, Solano County	17.1%
	Lake County, Mendocino County, San Benito County	23.2%
	Mono County	24.6%
<b>Sacramento Economic Area</b>		
	Placer County, Sacramento County, Yolo County	16.1%
	Butte County, Colusa County, El Dorado County,	
	Glenn County, Nevada County, Sierra County,	
	Sutter County, Yuba County	14.3%
<b>Stockton-Modesto Economic Area</b>		
	Stanislaus County	12.3%
	San Joaquin County	24.3%
	Alpine County, Amador County, Calaveras County,	
	Mariposa County, Merced County, Tuolumne County	19.8%
<b>Fresno-Bakersfield Economic Area</b>		
	Kern County	19.1%
	Fresno County	26.1%
	Kings County, Madera County, Tulare County	23.6%
<b>Los Angeles Economic Area</b>		
	Inyo County, San Luis Obispo County	24.6%
	Los Angeles County	28.3%
	Orange County	11.9%
	San Bernardino County	19.9%
	Santa Barbara County	19.7%
	Ventura County	21.5%
<b>San Diego Economic Area</b>		
	Imperial County	18.2%
	Riverside County	19.0%
	San Diego County	18.9%

**CITY OF BRAWLEY  
LIONS CENTER POOL REHABILITATION PROJECT  
SPECIFICATION NO. 2023-01**

**MBE/WBE SUGGESTED  
BID DOCUMENT LANGUAGE  
FOR  
MINORITY/WOMEN'S BUSINESS ENTERPRISE CONSTRUCTION PROJECTS**

- a) It is the policy of the City of Brawley to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the City.
- b) The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50% of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least 51 % of the stock is owned by minority group members or women. For this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans, or Pacific Islanders.
- c) The contractor will submit the following statement as part of his/her sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. The results are as follows:

Name and Address of Minority/Woman's Firms Contractor Anticipates Utilizing*	Category of Work	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid \_\_\_\_\_

Total Subcontract Amount \_\_\_\_\_

Minority/Woman's Enterprise Total of Subcontract Amount \_\_\_\_\_

\*Indicate whether the business is owned by a minority or a woman.



## OBTAINING LISTS OF MINORITY AND WOMEN CONTRACTORS

Caltrans is an excellent source of information regarding minority and women contractors. A complete copy of the statewide listing may be obtained by calling the Caltrans Publications Distribution Unit at (916) 445 3520.

Other sources of information are:

Caltrans Civil Rights Program

Business Enterprise Program

(916) 324-1700 or toll-free at 1-866-810-6346

Civil Rights Website: <http://www.dot.ca.gov/hq/bep>

National Economic Development Association at (916) 649-2551.

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## PRACTICAL GUIDANCE FOR COMPLYING WITH SECTION 3 REGULATIONS

### **For Jurisdictions using CDBG funds to pay contractors and/or subcontractors on housing and public construction projects over \$100,000:**

If you have a construction project, which requires over \$200,000 in CDBG funds and has prime and subcontractor construction contracts, which are at or above \$100,000, then you must include the standard Section 3 language in the contract of each prime and subcontractor. Use forms in this section to document compliance.

Prime contractors must do outreach to and when possible give preference to the local subcontractor who meets the Section 3 business definition. They must document those efforts and report how many Section 3 subcontractors/businesses they were able to hire. The grantee will then report those hires on their annual Section 3 report.

Prime contractors and those subcontractors with contracts above \$100,000 to certify that they will or will not be hiring any new full-time staff (permanent, temporary, seasonal) as part of completing the construction work. They shall also certify that they will or will not be providing training opportunities as part of completing the project. If the prime contractor and subcontractors certify that they will not be doing any new hires or providing any employment training opportunities as part of the project then no further action is needed. If they certify that there will be new full-time hires and/or employment training opportunities, then the City will require the prime and subcontractor(s) to provide documentation of outreach efforts, preferences given, and the number of new hires which qualify as Section 3 residents. If they were not able to meet the Section 3 goals then they should document why those goals were not met.

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### **SECTION 3 CLAUSE FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTS AT OR ABOVE \$100,000**

- A. The work to be performed under this contract 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 purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or 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.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor'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 the minimum number and job duties 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.
- D. The contractor 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 this Section 3 clause, upon a finding that the subcontractor violates the regulations in 24 CFR part 135. The

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

- E. The contractor 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.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

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**Section 3 Numerical Goals/Targets:**

- A. The Target for New Hires & Training Opportunities is 30% of the aggregate# of new hires.
- B. Targets for Contracts with Section 3 Business Concerns are, Construction 10% of the total dollar amount. All Other contracts, 3% of the total dollar amount of all other Section 3 covered contracts.

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**SECTION 3 ASSURANCES  
[FORM MUST BE COMPLETED AND SUBMITTED BEFORE AWARD]**

- 1. IM/e, the undersigned \_\_\_\_\_ (representative), as the official representative of \_\_\_\_\_ (contractor) agree to comply with Section 3 requirements for the Fire Station #2 Project. It is understood that failure to comply may result in the following sanctions: cancellation, termination, or suspension in whole or in part of this contract. A copy of this executed form and the charts for hires and contractors will be provided to the city/county along with any backup documentation requested before the execution of the contract.
- 2. Complete for Staffing:
  - A. How many new full-time (permanent, temporary, seasonal) positions will be needed on this project?  
\_\_\_\_\_
  - B. How many new employment training positions will be created? \_\_\_\_\_
  - C. If New Hires and Employment Training will take place, how many positions are projected to be filled by local low-income area residents? \_\_\_\_\_ (see goal below).  
  
If new hires or employment training are anticipated then the contractor must provide copies of outreach efforts, any preferences given, and any actual Section 3 hires completed. If there were no Section 3 residents hired or the goals were not met, then an explanation of why this happened will be provided.
  - D. If new hires or training were made available, did the contractor reach 30% Section goal/target? \_\_\_\_\_

**SEE ATTACHED CHART WITH A LIST OF ALL NEW HIRES/TRAINEES FOR THIS PROJECT**

- 3. Complete for construction subcontractors and non-construction contracts:  
\_\_\_\_\_
- A. How many construction subcontractors will be utilized for this project?  
\_\_\_\_\_
- B. Of these subcontractors, how many are Section 3 subcontractors? \_\_\_\_\_
  - 1. Was the Section 3 Goal/target of 10% of the project dollar amount reached?  
\_\_\_\_\_
- C. How many non-construction contracts will be utilized? \_\_\_\_\_

D. Of these, how many are Section 3 businesses? \_\_\_\_\_

1. Was the Section 3 Goal/target of 3% of the project dollar amount reached?  
\_\_\_\_\_

**SEE ATTACHED CHART WITH A LIST OF ALL CONTRACTORS HIRED FOR THIS PROJECT**

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **SECTION 3 AFFIRMATIVE ACTION PLAN**

**[FORM MUST BE COMPLETED AND SUBMITTED ONLY IF NEW HIRES OR TRAINING POSITIONS ARE ANTICIPATED]**

Under the Housing and Urban Development Act of 1968, as amended, and the regulations according to that Act.

\_\_\_\_\_  
**(Contractor)**

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

1. Training and employment opportunities will be given to lower-income residents of the project; and
2. Contracts in connection with the project will be awarded to business concerns, which are located in or owned in substantial part by persons residing in the area of the project. \_\_\_\_\_ will initiate the following actions to insure the utilization of lower-income project residents as employees or trainees and to incorporate project area small businesses as subcontractors and suppliers.
3. The Contractor will establish and maintain a directory of service organizations, job referral agencies, and manpower training programs operating within, or servicing, project area residents.
4. The Contractor will submit before the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
5. The Contractor will provide, before the signing of a contract, a statement of work force needs, including trainee positions.
6. The Contractor will notify community-based organizations of available employment opportunities and shall maintain records of responses from such organizations.
7. The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower-income resident training programs with which he is familiar.
8. The Contractor will maintain a file of the names and addresses of each low-income resident worker referred to him and that action was taken concerning each such referred worker and, if the worker was not employed, the reasons therefore (attached).
9. The Contractor will include the Section 3 clause in every subcontract for work in connection with HUD-assisted projects (attached).
10. For each subcontract, the Prime Contractor will submit, before contract award, the Section 3 Affirmative Action Plans of its subcontractors.
11. The Contractor will not attempt to circumvent Section 3 provisions.
12. The Contractor will, to the greatest extent feasible, attempt to employ or fill training positions with lower-income project area residents; it will, as a minimum, provide evidence of the following:
  - a) Attempts to recruit from the project area through local advertising media, community organizations, and public and private agencies operating within or serving the project area, such as the State Employment Department, and the Private Industry Council.
  - b) Maintain a list of all lower-income area residents who have applied either on their own or by referral from any source and that he has employed such persons if otherwise qualified and if an opening exists.
11. The Contractor will, to the greatest extent feasible, attempt to incorporate project area businesses as subcontractors and suppliers.
12. The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

Contractor: \_\_\_\_\_ fully realizes failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Affirmative Action Plan shall be the proper basis for any of the following actions: cancellation, termination, or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any Federal program concerning which the failure or future occurred until satisfactory assurances of future compliance have been received.



Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Section 3 Business Eligibility Certification

The U.S. Department of Housing and Urban Development (HUD) monitors our hiring practices on Section 3-covered projects. It is important, therefore that the information below be provided. Please be aware that your response, though needed, is voluntary and has no effect on your contracting.

Your answers will be treated with confidentiality. Thank you for assisting us.

Sincerely,

City of Brawley, Public Works Department

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Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

1. Are 51 % of the business owners qualified Section 3 Residents? \_\_\_\_\_ If **YES** stop, if **NO** proceed.
2. Are at least 30% of the employees Section 3 Residents (or were they when they started less than three years ago)? \_\_\_\_\_ If **YES** then stop, if **NO** then proceed.
3. Will the business subcontract more than 25% of the proposed work under the contract to business concerns that meet the qualification outlined in numbers 1 & 2 above? \_\_\_\_\_ If **YES** stop, if **NO** proceed.

We currently do not qualify as a Section 3 business \_\_\_\_\_

I certify that the statements made on this sheet are true, complete, and correct to be best of my knowledge and belief, and made in good faith.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## SECTION 3 PROJECT WORKFORCE BREAKDOWN

JOB CATEGORY	TOTAL POSITIONS NEEDED FOR THE PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS FILLED WITH SECTION 3 RESIDENTS
Supervisor				
Professional				
Technical				
Office/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

**Section 3 Resident:**

Individuals residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within an MSA in which the Section 3-covered project is located. See attached income schedule.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

\_\_\_\_\_  
Project Number

**Note: This document must be submitted with bid documents**

Person Completing  
Form: \_\_\_\_\_

Date: \_\_\_\_\_

### SECTION 3 CONTRACTS/SUBCONTRACTS BREAKDOWN

Type of Contract (Business or Profession)	Total Number	Total Approx. Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Sec. 3 Businesses

**NOTE: THIS DOCUMENT IS TO BE SUBMITTED BY THE CONTRACTOR  
WITH BID DOCUMENTS**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Project**

\_\_\_\_\_  
**CDBG Number**

**Person Completing Form:** \_\_\_\_\_ **Date:** \_\_\_\_\_



### SECTION 3 BUSINESS UTILIZATION REPORT

Project No. \_\_\_\_\_ Total Dollar Amount of Contract \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Name of Prime Contractor \_\_\_\_\_

Address : \_\_\_\_\_

Name of Subcontractor	Sec t 3*	Address/ Telephone	Trade/Service or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

\*Check if Section 3

Total Dollar Amount Awarded to Section 3 Businesses \$ \_\_\_\_\_

NOTE: This report must be completed and submitted by the Contractor (monthly) with each payment request.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Date

# **FORM 4 (ATTACHMENT B)**

## **PRIME CONTRACTOR/RECIPIENT SELECTED MINORITY – AND WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBEs)**

CONTRACT RECIPIENTS NAME		CONTRACT NO. OR SPECIFICATION NO.	
PROJECT DESCRIPTION		PROJECT LOCATION	
PRIME CONTRACTOR INFORMATION			
NAME AND ADDRESS (Include ZIP Code, Federal Employer Tax ID #)		<input type="radio"/> MBE <input type="radio"/> WBE	
PHONE		AMOUNT OF CONTRACT\$	
MBE/WBE INFORMATION			
<input type="radio"/> NONE*			
<input type="radio"/> MBE <input type="radio"/> WBE		NAME AND ADDRESS (Include ZIP Code,)	
<input type="radio"/> SUBCONTRACTOR <input type="radio"/> JOINT VENTURE	<input type="radio"/> SUPPLIER/SERVICE <input type="radio"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
<input type="radio"/> MBE <input type="radio"/> WBE		NAME AND ADDRESS (Include ZIP Code)	
<input type="radio"/> SUBCONTRACTOR <input type="radio"/> JOINT VENTURE	<input type="radio"/> SUPPLIER/SERVICE <input type="radio"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
<input type="radio"/> MBE <input type="radio"/> WBE		NAME AND ADDRESS (Include ZIP Code,)	
<input type="radio"/> SUBCONTRACTOR <input type="radio"/> JOINT VENTURE	<input type="radio"/> SUPPLIER/SERVICE <input type="radio"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
<input type="radio"/> MBE <input type="radio"/> WBE		NAME AND ADDRESS (Include ZIP Code,)	
<input type="radio"/> SUBCONTRACTOR <input type="radio"/> JOINT VENTURE	<input type="radio"/> SUPPLIER/SERVICE <input type="radio"/> BROKER		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
TOTAL MBE AMOUNT: \$		TOTAL WBE AMOUNT: \$	
SIGNATURE OF PERSON COMPLETING FORM: _____			
TITLE: _____		PHONE: _____ DATE: _____	

\*Negative reports are required

**ORIGINAL SIGNATURE AND DATE REQUIRED**

Failure to complete and submit this form with the bid will cause the bid to be rejected as non-responsive

## **CONSTRUCTION CONTRACTORS--AFFIRMATIVE ACTION REQUIREMENTS (in relevant part)**

A-33

Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (EEO) by Executive Order 11246, as amended by Executive Order 11375.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables for each trade	Goals for minority participation for each trade	Goals for female participation
Agency to insert the start and end dates of contract	(Insert goals from minority participation Table page BP-26)	6.9%

The Office of Federal Contract Compliance Programs' website for compliance issues and pre-award registry is at <http://www.dol.gov/esa/welcome>.

These goals apply to all the Contractor's construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such a geographical area where the work is performed. Concerning this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 4, CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications outlined in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (notify the applicable Regional Office found at [www.dol.gov/esa](http://www.dol.gov/esa)) within 10 working days of award of any construction subcontract above \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any)

#### § 60-4.3 Equal opportunity clauses (in relevant part)

##### Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

##### 1. As used in these specifications

- a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d) "Minority" includes:

- i. Black (all persons having origins in any of the Black African racial groups, not of Hispanic origin);



- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract over \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation, and which is outlined in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (according to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be following that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good-faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals outlined in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. For the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have committed to employing the apprentices and trainees after their training, subject to the availability of employment opportunities. Trainees must be trained according to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take **specific** affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry

out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken concerning each such individual. If such an Individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor In the meeting. Its EEO obligations; by Including It In any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year. and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, the persons attending, the subject matter discussed, and the disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are Non-Segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, Joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may violate the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may violate the Executive Order if a specific minority group or women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts according to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered according to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall violate these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed per 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include each employee the name, and address. telephone numbers. construction trade. union affiliation if any, employee identification number when assigned, social security number, and race. sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of status changes, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form: however, to the degree that existing records satisfy this requirement contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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**CITY OF BRAWLEY**

**LIONS CENTER POOL REHABILITATION PROJECT  
SPECIFICATION NO. 2023-01**

**CERTIFICATION OF BIDDER REGARDING USE OF FEMALE/MINORITY  
SUBCONTRACTORS**

**INSTRUCTIONS:**

This certification is required for the Contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize female/minority-owned firms. Documentation must be attached to show who has been contacted.

**CERTIFICATION BY BIDDER:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I, \_\_\_\_\_, certify that every attempt was made to utilize female/minority contractors on this project.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF BRAWLEY  
LIONS CENTER POOL REHABILITATION PROJECT  
SPECIFICATION NO. 2023-01**

**REQUIRED FEDERAL AND CONTRACT LANGUAGE**

**CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 **Nondiscrimination.** The contractor, concerning the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program outlined in Appendix B of the Regulations.
- 1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action concerning any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 making of any Federal grant and the amendment or modification of any Federal grant.
- (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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," following its instructions.

**ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract to make audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records, and reports required under this contract for not less than three years after final payment is made and all pending matters are closed.

**DAVIS BACON REQUIREMENTS**



## 1. Minimum Wages

(i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or the cash equivalent 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 paragraph (1)(iv) of this section; 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 a 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 performed, without regard to skill, except as provided in 29 CFR Part 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 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 (1)(ii) of this section) 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 easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 the contracting officer 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 the contracting officer 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 the contracting officer or will notify the contracting officer within 30 days that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within 30 days that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined according 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 that is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

## 2. Withholding

The Federal Aviation Administration or the Sponsor shall upon its action or 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 work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant,



or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the work and preserved for 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 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 costs 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.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, and sponsor. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. 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, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 paragraph (3)(i) above and that such information is correct and complete.
- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without a 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 outlined in Regulations 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 paragraph (3)(ii)(B) of this section.

(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 paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration 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, the Federal agency 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 according 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 according to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce 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 performed. In addition, any apprentice performing work on the job site above the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work 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's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits per 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 per that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 according to and individually registered in a program that 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 following 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 classification of work performed. In addition, any trainee performing work on the job site above the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work 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 this part shall conform 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 shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as required by the Housing and Community Development that may by appropriate instructions require, 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 all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraphs 1 through 10 of this section 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 following the procedures of the Department of Labor outlined 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts per procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued according to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8**

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted before the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted before the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are segregated based on race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific periods) she or he will obtain identical certifications from proposed subcontractors before the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (1) Black (all) persons having origins in any of the Black African racial groups, not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract over \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is outlined in the solicitations from which this contract resulted.
3. If the contractor is participating (according to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be per that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good-faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals outlined in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.



6. For the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have committed to employing the apprentices and trainees *after* their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken concerning each such individual. If the such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., before the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, the persons attending, the subject matter discussed, and the disposition of the subject matter.
  - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may violate the Executive Order if a specific minority group of women is underutilized.
  10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts according to Executive Order 11246.
  12. The contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered according to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall violate these specifications and Executive Order 11246, as amended.
  13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed per 41 CFR 60-4.8.
  14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of status changes, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **TERMINATION OF CONTRACT**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.



3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the Sponsor. In such an event, an adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5**

##### **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, including watchmen and guards, in any workweek in which he or she is employed on such work to work over forty 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 over forty hours in such workweek.

##### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause outlined in paragraph (1) above, 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 territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed concerning each laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph 1 above, of \$10 for each calendar day on which such individual was required or permitted to work over the standard workweek of forty hours without payment of the overtime wages required by the clause outlined in paragraph 1 above.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration or the Sponsor shall upon its action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 outlined in paragraph 2 above.

##### **4. Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses outlined in paragraphs 1 through 4 and also a clause requiring the subcontractor 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 outlined in paragraphs 1 through 4 of this section.

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#### **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No federal 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 any federal 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.
- 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 federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," per its instructions.

This certification is a material representation of the 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 \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification is included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES**  
**ACCORDING TO 31 U.S.C.1352**

Complete this form to disclose lobbying activities according to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For a material change only:</b> Year <input type="text"/> quarter <input type="text"/> Date of last report <input type="text"/>
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if Known:   Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter the Name and Address of Prime:   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required according to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: <input style="width: 80%;" type="text"/> Print Name: <input style="width: 80%;" type="text"/> Title: <input style="width: 80%;" type="text"/> Telephone No.: <input style="width: 20%;" type="text"/> Date: <input style="width: 20%;" type="text"/>		
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>

**CITY OF BRAWLEY**  
**LIONS CENTER POOL REHABILITATION PROJECT**  
**SPECIFICATION NO. 2023-01**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, according to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. The public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

- 5) Time is of the essence. If the work is not completed per Paragraph 4 above, it is understood that the OWNER will suffer damage. It being impractical and infeasible to determine the amount of actual damage, following Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to OWNER as fixed and liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the OWNER as provided in Article 63 of the General Conditions.
- 6) In the event said CONTRACTOR fails to furnish tools, equipment or labor in the necessary quantity or quality or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, the Superintendent or designee shall so certify to the Governing Board of the OWNER and if the CONTRACTOR for a period of ten (10) calendar days after receipt of written demand from OWNER to do so, fails to furnish tools, equipment or labor in the necessary quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner or after commencing to do so within said ten (10) calendar days, fails to continue to do so, then the OWNER may exclude the CONTRACTOR from the premises or any portion thereof and take possession of said premises or any portion thereof together with all material and equipment thereon and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment labor or material necessary or by letting the unfinished portion of said work or the portion taken over by the OWNER to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the OWNER shall be a charge against the OWNER or the CONTRACTOR shall pay the OWNER the amount of said charge or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the OWNER.
- 7) The CONTRACTOR agrees to and does hereby indemnify and hold harmless the OWNER, its governing board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred because of:
- a. Liability for damages for (1) death or bodily injury to persons; (2) injury too, loss, or theft of property; or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence or willful misconduct of the OWNER.
  - b. Any injury to or death of any person(s) or damage, loss, or theft of any property caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER property if the liability arising from the sole negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contractors.  
The CONTRACTOR, at CONTRACTOR'S own expense, cost and risk shall defend any actions, suits, or other proceedings that may be brought or instituted against the OWNER, its governing board, officers, agents, or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the OWNER, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 8) CONTRACTOR shall take out, before commencing the work, and maintain, during the life of this Contract and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:
- 9)
- |   |                |
|---|----------------|
| Public Liability Insurance for injuries including accidental death, to anyone person an amount not less than; and | \$1,000,000.00 |
| Subject to the same limit for each a person on account of one accident, in an amount not less than;               | \$1,000,000.00 |
| Property Damage Insurance in an amount, not less than;  | \$1,000,000.00 |
| The course in Construction Insurance without exclusion or limitation in an amount not less than.                  | \$1,000,000.00 |