

PROPOSAL TO CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS
FOR THE CONSTRUCTION OF

CDBG PROJECT
PECAN/DORSEY AND WESTERN NEIGHBORHOOD IMPROVEMENT
WATERFORD, CALIFORNIA

NAME OF BIDDER George Reed, Inc.
 BUSINESS P.O. BOX P.O. Box 4760
 CITY, STATE, ZIP Modesto, CA 95352
 BUSINESS STREET ADDRESS 140 Empire Avenue
 (Please include even if P.O. Box used)
 CITY, STATE, ZIP Modesto, CA 95354
 TELEPHONE NO: AREA CODE (209) 523-0734
 FAX NO: AREA CODE (209) 523-4313
 CONTRACTOR LICENSE NO. 211337

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the Federal prevailing wage rates or), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Drawings for the City of Waterford, dated January, 2014, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are included in this document. Project plans for the work to be done were approved and are entitled:

IMPROVEMENT PLANS FOR
PECAN/DORSEY AND WESTERN NEIGHBORHOOD IMPROVEMENT

Receipt of copies of the following addenda(s) is hereby acknowledged.

Addendum No.	Bidders Signature	Date
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Bids are to be submitted for the entire work necessary to construct those items listed in the "Contractor's Bid" sheet (P-3). The amount of the bid for comparison purposes will be the total of all items of the base bid and any combination of the bid alternates.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Waterford, and that discretion will be exercised in the manner deemed by the City of Waterford to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Waterford respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Waterford within 14 calendar days, not including legal holidays, after the bidder has received notice from the City of Waterford that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Waterford.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Waterford in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the

contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

CONTRACTOR'S BID

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	LS @	<u>50,200⁻</u>	= <u>50,200⁻</u>
2.	Remove Existing Asphalt	28,915	SF @	<u>1.75</u>	= <u>50,601.25⁻</u>
3.	Remove Existing Concrete	1,733	SF @	<u>17⁻</u>	= <u>29,461⁻</u>
4.	Remove Existing Sewer	1	LS @	<u>5,150⁻</u>	= <u>5,150⁻</u>
5.	Remove Existing Storm Drain	1	LS @	<u>5,550⁻</u>	= <u>5,550⁻</u>
6.	2" Wedge Grind	9,405	SF @	<u>.25</u>	= <u>2,351.25⁻</u>
7.	2" Overlay	15,678	SF @	<u>2⁻</u>	= <u>31,356⁻</u>
8.	Pavement - 3" AC / 6" AB	30,145	SF @	<u>5.50</u>	= <u>165,797.50</u>
9.	Concrete, 4" Sidewalk	2,882	SF @	<u>15⁻</u>	= <u>43,230⁻</u>
10.	Concrete, 6" Driveway	474	SF @	<u>23⁻</u>	= <u>10,902⁻</u>
11.	Ramp Apron	330	SF @	<u>25⁻</u>	= <u>8,250⁻</u>
12.	Vertical Curb & Gutter	634	LF @	<u>64⁻</u>	= <u>40,576⁻</u>
13.	Curb Ramp (Labor Only)	6	EA @	<u>375⁻</u>	= <u>2,250⁻</u>
14.	Adjust Existing Water Valve Box to Finish Grade	13	EA @	<u>1,050⁻</u>	= <u>13,650⁻</u>
15.	Adjust Existing Sewer Manhole to Finish Grade	2	EA @	<u>1,650⁻</u>	= <u>3,300⁻</u>
16.	1" Water Service	5	EA @	<u>2,660⁻</u>	= <u>13,300⁻</u>
17.	4" Water, Abandon	1	LS @	<u>3,505⁻</u>	= <u>3,505⁻</u>
18.	8" PVC C-900 Water	320	LF @	<u>130⁻</u>	= <u>41,600⁻</u>
19.	8" Water Valve	4	EA @	<u>4,711⁻</u>	= <u>18,844⁻</u>
20.	8" Hot Tap	1	EA @	<u>9,825⁻</u>	= <u>9,825⁻</u>
21.	Connect to Existing Water	1	EA @	<u>3,000⁻</u>	= <u>3,000⁻</u>

22.	8" SDR 26 Sewer	42	LF	@	<u>190-</u>	=	<u>7,980-</u>
23.	10" SDR 26 Sewer	160	LF	@	<u>167-</u>	=	<u>26,720-</u>
24.	Sewer Manhole	2	EA	@	<u>7,753-</u>	=	<u>15,506-</u>
25.	Sewer Manhole Frame & Grate	1	EA	@	<u>1,639-</u>	=	<u>1,639-</u>
26.	12" Storm Drain	195	LF	@	<u>136-</u>	=	<u>26,520-</u>
27.	Storm Drain Catch Basin	4	EA	@	<u>4,660-</u>	=	<u>18,640-</u>
28.	Traffic Control	1	LS	@	<u>7,500-</u>	=	<u>7,500-</u>
29.	Signage & Striping	1	LS	@	<u>20,000.00</u>	=	<u>20,000.00</u>
30.	Erosion Control & Maintenance	1	LS	@	<u>5,500.00</u>	=	<u>5,500.00</u>
						TOTAL BID	= <u>682,704-</u>


 Bidder's Signature

Ed Berlier
Vice President/G.M.
 Title

George Reed, Inc.
 Company Name

A California Corporation
140 Empire Avenue
Modesto, CA 95354

UNITED STATES
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION



CONFIDENTIAL
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 05-08-2001 BY 60322
UCBAW/SJS

MEMORANDUM

TO : DIRECTOR, FBI

FROM : SAC, [illegible]

SUBJECT: [illegible]

Michael R. [illegible]
Special Agent in Charge
[illegible]



CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, George Reed, Inc.
140 Empire Avenue, Modesto, CA 95354 as Principal, and
Western Surety Company

as Surety are bound unto the City of Waterford, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **Pecan/Dorsey and Western Neighborhood Improvement** for which bids are to be opened at Waterford City Hall on **September 27, 2023**. ****City Bid No 2023-08**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: September 15, 2023.

George Reed, Inc.

By *Ed Berlier*
Ed Berlier, Vice President/General Manager

Western Surety Company *Principal*

By *Steven N. Passerine* *Surety*
Steven N. Passerine *Attorney-in-fact*

CERTIFICATE OF ACKNOWLEDGEMENT

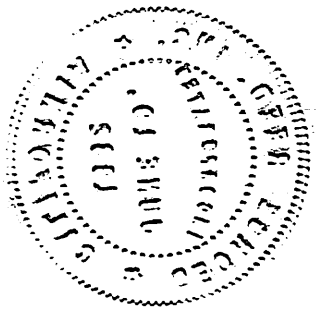
~~State of California~~
~~City/County of _____ SS ***see attached CA notary acknowledgment**~~

~~On this _____ day of _____ in the year 20____ before me~~

~~_____, personally appeared _____
Attorney-in-fact~~

~~personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.~~

(SEAL)



[Handwritten signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

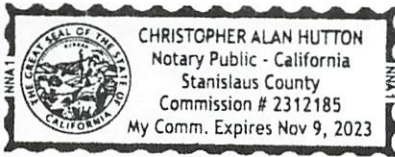
On 25 September 2023 before me, Christopher Hutton, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ed Berlier
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public
Christopher Alan Hutton, Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ed Berlier

Corporate Officer — Title(s): V.P./G.M.

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: George Reed, Inc.

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

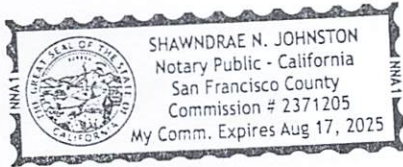
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On SEP 15 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven N. Passerine
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawndrae N. Johnston

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.



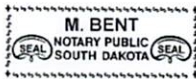
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2023.



WESTERN SURETY COMPANY

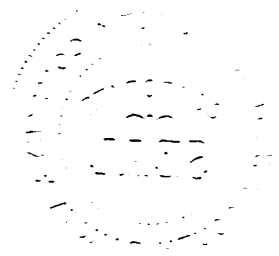
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO
CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE
A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder George Reed, Inc., proposed subcontractor _____, hereby certifies that he has **XX**, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not **XX** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No **XX**

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF WATERFORD

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$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 be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354

Planning Phone: (209) 525-6330 Fax: (209) 525-5911

Building Phone: (209) 525-6557 Fax: (209) 525-7759

Housing Urban Development (HUD) Supplemental General Conditions Documents Packet

***All Bidders Must Review This Document And Complete Any
Applicable Pages And Submit Said Pages At The Time Of The Bid
Opening***

CONTRACT PROVISIONS

(Required in all County bidding and contract documents for HUD-funded projects)

Contractor is required to comply with the following provisions:

A. Procurement

Contractor must comply with **24 CFR Part 85.36** and **24 CFR Part 570.489** when purchasing materials, products or services with federal funds.

B. Compliance with Equal Employment Opportunity (EEO) – Executive Order 11246 dated 9/24/65 as amended by Executive Order 11375 dated 10/13/1967 (24 CFR 85.36 (i) (3))

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 the 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 visible 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in visible places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 (Equal Employment Opportunity) 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 in accordance with procedures authorized in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

C. Minority and Women Business Enterprise

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 24 CFR Part 85.3636(e) in the award and administration of HUD assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

D. Compliance with Anti-Kickback Act (24 CFR 85.36 (i) (4))

In carrying out this agreement, the Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act (18 U.S.C. 874) which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

E. Compliance with Davis Bacon Act (40 U.S.C. 276a to 276a-7) (24 CFR 85.36 (i) (5))

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in the US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (24 CFR 85.36 (i) (6))

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

G. Contract Work Hours and Safety Standards Act, as Amended (40 USC 327-333)

The Contract Work Hours and Safety Standards Act, as amended, requires overtime pay for laborers and mechanics at a rate of one and one-half times the basic rate of pay for hours worked on covered contracts in excess of 40 hours in a workweek. This act also requires the assessment of liquidated damages at the rate of \$10 per day for each day that each laborer and mechanic worked without payment of the required overtime compensation. This act has no job site limitation.

H. Copyright and Patent Rights (24 CFR 85.36 (i) (8)(9))

No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the County of Stanislaus, and/or Stanislaus Urban County awarding this contract shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

I. Access to Records (24 CFR 85.36 (i) (10))

The Contractor shall maintain accounts and records, including personnel, property and financial

records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. The County, City, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

J. Records Retention (24 CFR 85.36 (i) (11))

The Contractor shall retain all records pertaining to this contract for a period of five (5) years after final payments and all other pending matters are closed.

K. Compliance with Clean Air and Water Acts (24 CFR 85.36 (i) (12))

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities.

L. Energy Conservation (24 CFR 85.36 (i) (13))

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of California's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

M. Federal Labor Standards Provisions: *(Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units)*

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on **Attachment 1** are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

The Contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of paragraph A of the Federal Labor Standards Provisions (Attachment 1) and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in paragraph A of the Federal Labor Standards Provisions (Attachment 1).

N. Compliance in the Provision of Training, Employment, and Business Opportunities – Section 3

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

O. Title VI Civil Rights Act of 1964:

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. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex 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.
2. 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 sub-contractor 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, sex, or national origin.
3. 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, their sources of information and its facilities as may be determined by the Stanislaus Urban County (awarding agency)* or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Stanislaus Urban County (awarding agency) or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
4. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Stanislaus Urban County (awarding agency) or the United States Department of Housing and Urban Development shall impose such contract sanctions as it 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.
5. The contractor shall include the provisions of paragraph (N1) through (N5) 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 with respect to any subcontract or procurement as the Stanislaus Urban County (awarding agency) or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Stanislaus County Urban County (awarding agency) to enter into such litigation to protect the interests the Stanislaus Urban County (awarding agency), and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

*** Stanislaus Urban County Awarding Agencies: Stanislaus County, City of Ceres, City of Hughson, City of Newman, City of Oakdale, City of Patterson, City of Riverbank, and City of Waterford.**

P. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

NOTE: The above contract provisions are required by 2 CFR Part 200

FORMS, REPORTS, AND POLICY

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low-to very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these individuals, for new employment, training and contracting opportunities.

Required Section 3 Forms, Reports and Section 3 Opportunity Plan

A Section 3 Opportunity Plan Form must be completed by bidders or applicants seeking funding from the Stanislaus County for a Section 3 covered project. The Section 3 Opportunity Plan must be submitted with the project bid or grant application.

Forms included in the Section 3 Opportunity Plan:

1. Outreach Efforts to Section 3 Businesses
2. Section 3 Business Certification Form
3. Compliance Requirement Acknowledgment Form
4. Estimated Project Workforce Statement
5. Estimated Contractor Workforce Statement

What is Section 3?

Section 3 is a HUD requirement designed to ensure that the HUD funds invested in housing and community development activities provide employment opportunities for low income people.

HUD's regulations state that "to the greatest extent feasible," businesses and employers working on select HUD-funded projects must make a good faith effort to train and employ low-to very low-income individuals in the area (called "Section 3 residents") and also to contract with business identified as Section 3.

In summary, the obligations of Section 3 are:

1. Provide training for Section 3 residents, and report on the outreach and training undertaken.
2. To the greatest extent feasible hire and train Section 3 residents, and report on employees and new hires.
3. To the greatest extent feasible contract with Section 3 businesses, and report on contracts and subcontracts.

Section 3 Opportunity Plan Form

Purpose

The purpose of the Section 3 Opportunity Plan is to ensure that jobs and economic opportunities generated by the U. S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs shall be directed to low- and very low- income persons to the greatest extent feasible, particularly those who are recipients of government assistance for housing and business concerns providing such opportunities.

George Reed, Inc.

BIDDER OR APPLICANT

Pecan/Dorsey and Western Neighborhood Improvement, City Bid No. 2023-08

RFP # and PROJECT NAME

Adam Hanson, Chief Estimator

(209) 523-0734

gmocontracting@georgereed.com

CONTACT NAME

TELEPHONE

EMAIL (IF APPLICABLE)

Requirements

The submitter of this Section 3 Opportunity Plan hereby agrees to comply with all of the provisions of Section 3 as set forth in 24 CFR 135, which implements Section 3 requirements.

The Section 3 Opportunity Plan must be submitted with the Request for Proposal (RFP), contract response, or grant application to Stanislaus County's Department of Planning and Community Development or the appropriate Division/Department issuing the applicable request.

If a contract is awarded, a Section 3 Summary Report identifying progress in meeting the goals established in this Plan must be submitted monthly for projects throughout the contract period. The Section 3 Summary Report shall be submitted no later than 10 days after the end of each calendar month of the contract (e.g. January 10th, February 10th, etc.). For any goal not met, the report shall identify other economic opportunities that the contract recipient has or intends to provide.

The failure of the contract recipient to comply with the approved Plan shall be considered an event of default under the contract agreement.

Compliance Requirement Acknowledgement

The failure of the bidder or applicant to comply with the Section 3 Opportunity Plan shall be considered an event of default under the contract agreement.

ACKNOWLEDGED BY:

Ed Berlier, Vice-President/General Manager

PRESIDENT OR AUTHORIZED OFFICER (PLEASE PRINT)



SIGNATURE

09/25/23

DATE

George Reed, Inc.

BUSINESS OR ORGANIZATION NAME

This space intentionally left blank.

Section 3 Outreach Efforts Form

Outreach Efforts to Section 3 Businesses: Applies to Projects of \$100,000 or More

Documentation of efforts to engage Section 3 businesses must be provided with responses to RFPs and grant applications.

Pecan/Dorsey and Western Neighborhood Improvement,
Project Name: City Bid No. 2023-08

This form is to be completed by bidders or applicants seeking funding under a Stanislaus County Department of Planning and Community Development Section 3 covered program (or any other Stanislaus County Division/Department when Section 3 applies).

Organization: George Reed, Inc.

Submitted By: Ed Berlier, Vice-President/General Manager

The following businesses identified as Section 3 were contacted to determine capacity and availability to work on the above-listed project:

1. Company: Please see attached search results. No subcontractors were found for this type work in any of the Stanislaus Urban County Awarding Agencies
Contact: _____

Telephone/Email: _____

Date(s) Contacted: _____ Quote Provided (Y/N): _____

Follow-up Action and Company Response: _____

2. Company: _____

Contact: _____

Telephone/Email: _____

Date(s) Contacted: _____ Quote Provided (Y/N): _____

Follow-up Action and Company Response: _____

3. **Company:** _____
Contact: _____
Telephone/Email: _____
Date(s) Contacted: _____ **Quote Provided (Y/N):**
Follow-up Action and Company Response: _____

4. **Company:** _____
Contact: _____
Telephone/Email: _____
Date(s) Contacted: _____ **Quote Provided (Y/N):**
Follow-up Action and Company Response: _____

5. **Company:** _____
Contact: _____
Telephone/Email: _____
Date(s) Contacted: _____ **Quote Provided (Y/N):**
Follow-up Action and Company Response: _____

(Attach additional sheets if necessary)



OMB Approval Pending



Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for 'Stanislaus, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
----------	---------	-----------	---------	----------

0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



OMB Approval Pending



Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for city 'CERES, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455

Contracting Obligations: Applies to CDBG Projects Valued at \$100,000 or More

Section 3 requires that award recipients fulfill the following obligations:

1. Show commitment to meet HUD's contracting requirement (the "minimum numerical target for contracting") that Section 3 businesses receive at least 10% of the building trades contracts for the project, and at least 3% of the total amount for all non-building trade contracts.
2. "To the greatest extent feasible" contract with Section 3 business concerns identified as:
 - a. 51 percent or more owned by Section 3 residents; or
 - b. At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within 3 years of the dated of first hire; or
 - c. Provides evidence, as required, of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontractors to businesses that meet one of the qualifications above.

Hiring Obligations: Applies to All CDBG Projects

Section 3 requires that award recipients fulfill the following obligations to the greatest extent feasible when new employees are hired:

1. Meet HUD's hiring requirement (the "minimum numerical target for training and employment") that 30% of new hires be Section 3 individuals.
2. "To the greatest extent feasible" provide preference to hire area residents who are:
 - a. Low- to very low- income residents of the housing development or developments in which the HUD funds shall be expended; or
 - b. Low- to very low- income residents of other housing developments managed by the local Housing Authority; or
 - c. Participants in HUD Youthbuild Programs; or
 - d. All other residents (including Section 8 recipients) of Stanislaus County who meet the low- to very low-income guidelines for Section 3 preference.

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OMB Approval Pending



Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for city 'HUGHSON, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



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Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for city 'MODESTO, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
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Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for city 'NEWMAN, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



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Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for city 'OAKDALE, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



Section 3 Opportunity Portal

OMB Approval Pending



Section 3 Business Search Results

- Location search for city 'PATTERSON, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



Section 3 Opportunity Portal

OMB Approval Pending



Section 3 Business Search Results

- Location search for city 'RIVERBANK, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455



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Section 3 Opportunity Portal

Section 3 Business Search Results

- Location search for city 'WATERFORD, CA'

[Download search results](#)

Business	Address	Telephone	Contact	Services
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0 results found.

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455

Section 3 Business Certification Form

Required if Section 3 businesses are included in the bid or application

Businesses seeking Section 3 status and preference in contract by Stanislaus County must complete and submit a Section 3 Business Certification Form.

Business Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Federal Employer Identification Number: _____ **Duns Number:** _____

Type of Business:

Corporation Partnership Sole Proprietorship Joint Venture

Please select one of the following three qualification methods for status as a Section 3 business.

Section 3 resident-owned business (51 % of more owned by Section 3 residents)

The following documents may be required in the future as added confirmation of status

- Complete list of Section 3 resident owners
- Section 3 Resident Certification Forms for each Section 3 resident owner

At least 30 % of permanent, full-time workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business

The following documents may be required in the future as added confirmation of status

- Complete list of all current full-time employees
- Complete list of employees claiming Section 3 status and employees Section 3 Resident Certification forms.
- Other evidence of Section 3 status less than 3 years for date of employment

Subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses

The following documents may be required in the future as added confirmation of status

- Complete list of subcontracted Section 3 businesses and subcontract amount

I certify to the best of my knowledge that the information contained here within is true and accurate.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Estimated Project Workforce Statement

Applies to all projects

Project Name: City of Waterford, Pecan/Dorsey and Western Neighborhood Improvement, City Bid No. 2023-08

To be completed by bidders or applicants seeking funding under a Stanislaus County Section 3 covered program.

Company/Organization: George Reed, Inc.

Submitted By: 
Ed Berlier, Vice-President/General Manager

The bidder or applicant hereby submits this statement that identifies 0 employment opportunities for Section 3 residents during the term of the contract. The bidder or applicant affirms that the jobs identified shall be meaningful employment that may or may not be related to the scope of the services of this project. The bidder or applicant has committed to employ 0 Section 3 residents, which represents 0 % of employment opportunities identified.

The estimated project workforce listed below is provided to comply with the Section 3 Plan requirements established by Stanislaus County. The attached Estimated Contractor Workforce forms support the information provided.

Job Category	Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Total Estimated Positions Needed for the Project
Operating Engineers	08	0	0
Laborers	03	0	0
Cement Masons	06	0	0
Management/Admin	04	0	0
Totals	21	0	0

Occupied Positions Include:

0 Neighborhood Residents

0 Public Housing Residents

Estimated Contractor Workforce Statement

Applies to all projects

City of Waterford, Pecan/Dorsey and Western Neighborhood Improvement,
 Project Name: City Bid No. 2023-08

To be completed by all contractors included in the bid or application.

Company/Organization: George Reed, Inc.

Submitted By: 
Ed Berlier, Vice-President/General Manager

The estimated workforce listed below is provided to comply with the Section 3 Opportunity Plan requirements established by Stanislaus County.

Job Category	Number of Positions Occupied by Permanent Employees	Number of Positions <u>Not Occupied</u>	Total Estimated Positions Needed for the Project
Operating Engineers	08	0	0
Laborers	03	0	0
Cement Masons	06	0	0
Management/Admin	04	0	0
Totals	21	0	0

Occupied Positions Include:

0 Neighborhood Residents

0 Public Housing Resident

SECTION 3 SUMMARY REPORT

Company Name: _____ Report Period (month/year): _____
 Contact Name: _____ Date Report Submitted: _____
 Phone Number: _____ Project Award Amount: _____
 Project Name: _____ Project Award Date: _____

Part I: Employment and Training

A	B	C	D	E	F
Job Category	Number of New Hires	Number of Section 3 New Hires	% of Total Number of Staff Hours of Section 3 New Hires	% of Total Staff Hours for Section 3 Employees &	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (list)					
Trade:					
Trade:					
Trade:					
Trade:					
Other (list)					
Totals					

Final Report (check here): _____ Signature: _____

Part II: Contracts Awarded Construction

Contracts

A. Total dollar amount of all construction contracts on this project: \$ _____

B. Total dollar amount of contracts awarded to Section 3 businesses: \$ _____

C. Percentage of total dollar amount awarded to Section 3 businesses: _____%

Total number of Section 3 businesses receiving contracts: _____

Non-Construction Contracts

A. Total dollar amount of all non-construction contracts: \$ _____

B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: \$ _____

C. Percentage of the total dollar amount awarded to Section 3 businesses: _____%

Total number of Section 3 businesses receiving contracts: _____

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- to very-low income persons, particularly those who are recipients of government assistance for housing. Check all that apply.

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the County/City in which the Section 3 covered program or project is located or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 businesses.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild programs administered in the metropolitan area in which Section 3 covered project is located.
- Other (please describe)

I hereby certify that all information contained above is accurate, complete, and current to the best of my knowledge. I understand that if I do not submit a complete Section 3 Report by the 10th of each month as indicated in the instructions, Stanislaus County reserves the right to withhold payment until a completed Section 3 Summary Report is submitted.

Signature of the Preparer

Date

Print Name of Preparer

This space intentionally left blank.

Section 3 Summary Report Instructions

Contractors are required to complete and submit a Section 3 Summary Report each month throughout the life of the project. Information reported is cumulative and should run through the last day of the reporting each month. Example: A report period of May 2015 will document required information from the start of the project through the last day of May 2015.

Reports are due by the 10th day of each month. Example: If the report period is May 2020, the Section 3 Summary Report is due June 10, 2020.

Part I: Employment and Training

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. architects, engineers, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in Columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as services workers.

Column B: Enter the number of all new hires (throughout the life of the project) for each category of workers identified in Column A. New hire refers to a person who is not on the award recipient's or contractor's payroll for employment at the time of the selection for project award. Each new hire must complete a Section 3 Resident Certification Form to determine Section 3 status. The form must be completed once and submitted with the Section 3 Summary Report during the month that the new hire appears.

Column C: Enter the number of Section 3 new hires (throughout the life of the project) for each category of workers identified in Column A. Section 3 new hires refers to a Section 3 resident who is not on the award recipient's or contractor's payroll for employment at the time of selection for the contract award.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this contract.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents who were trained in connection with this contract award.

Part II: Contracts Awarded

Construction Contracts

Item A: Enter the total dollar amount of all construction contracts awarded. You may enter "0" if applicable.

Item B: Enter the total dollar amount of construction contract on this project awarded to Section 3 businesses for each Section 3 business reported, a Section 3 Business Form must be submitted. The form only needs to be completed and submitted once. You may enter "0" if applicable.

Item C: Enter the percentage of the total dollar amount of contracts awarded to Section 3 businesses. You may enter "0" if applicable.

Item D: Enter the number of Section 3 businesses receiving construction contracts. You may enter "0" if applicable.

Non-Construction Contracts

Item A: Enter the total dollar amount of all non-construction contracts awarded. You may enter "0" if applicable.

Item B: Enter the total dollar amount of non-construction contracts awarded to Section 3 businesses. You may enter "0" if applicable.

Item C: Enter the percentage of the total dollar amount of non-contracts awarded to Section 3 businesses. You may enter "0" if applicable.

Item D: Enter the number of Section 3 businesses receiving non-construction contacts. You may enter "0" if applicable.

Part III: Summary

Indicate which Section 3 outreach activities the recipient and its contractors performed prior to hiring new or contracting for the project.

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Section 3 Resident Certification Form

This form is to be completed by residents seeking Section 3 status and the preference in training and employment or by new employees working on Section 3 covered projects.

Eligibility

A resident seeking Section 3 status shall submit evidence to the recipient contractor or subcontractor that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance or evidence of participation in a public assistance program.) Section 3 residents are:

- All residents of public housing developments of the local Housing Authority qualify as Section 3 residents.
- All individuals residing in all Stanislaus County who meet the low-to very low-income limits set forth below qualify as Section 3 status. (A photo identification card and proof of current residency is required.)

2020-2021 HUD ANNUAL HOUSEHOLD INCOME LIMITS				
Select the statement that represents your household size and from that statement check the appropriate annual income level for your household, as verified by Federal Income Tax Returns, W-2s, Paycheck Stubs or other documents.				
	Low-Very Low Income		Non-Low Income	
My household size is 1 and my annual income was	___	\$24,500 or Less	___	More than \$24,500
My household size is 2 and my annual income was	___	\$28,000 or Less	___	More than \$28,000
My household size is 3 and my annual income was	___	\$31,500 or Less	___	More than \$31,500
My household size is 4 and my annual income was	___	\$34,950 or Less	___	More than \$34,950
My household size is 5 and my annual income was	___	\$37,750 or Less	___	More than \$37,750
My household size is 6 and my annual income was	___	\$40,550 or Less	___	More than \$40,550
My household size is 7 and my annual income was	___	\$43,350 or Less	___	More than \$43,350
My household size is 8 and my annual income was	___	\$46,150 or Less	___	More than \$46,150

I certify that the information provided is true and correct. I also agree that the information contained in this survey may be shared with other agencies in order to verify the eligibility or ineligibility of this project if necessary. I understand that anyone who fraudulently covers up a material fact or who knowingly gives false information required for eligibility determination is subject to prosecution under applicable criminal law.

Print Name: _____

My permanent address is: _____

Signature: _____ **Date:** _____

**EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND
SECTION 3 CERTIFICATION**

(To Be Completed By General Contractor And All Subcontractors and Submitted with the Bid)

City of Waterford, Pecan/Dorsey and Western Neighborhood Improvement,
PROJECT NAME: City Bid No. 2023-08

The undersigned, having submitted a bid for construction of the above identified project, certifies that he/she shall:

1. Comply with Title VI of the Civil Rights Act of 1964 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Sections 502 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1975 in that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Comply with Executive Orders 11246, 11375 and 12086 in that no employee or applicant for employment shall be discriminated against because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the hiring, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. Comply with Executive Orders 11625 and 12432 Concerning Minority Business Enterprise and Executive Order 12138 Concerning Women's Business Enterprise to ensure to the maximum extent possible the inclusion of minorities and women and entities owned by minorities and women in all subcontracts pursuant to the above contract.
4. Comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR Part 135 which requires to the greatest extent feasible that the training, employment and other economic opportunities arising in connection with the above identified project be given to low and very-low income persons residing within the local community and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low and very-low income persons residing in Stanislaus County.
5. Furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and permit access to its books, records and accounts by Stanislaus County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Contractor Name: George Reed, Inc.

Signature/Title:  Vice-President/General Manager

Federal I.D. or Social Security Number: 94-1531193

Date: 09/25/23

SECTION 3 BUSINESS CERTIFICATE OF ELIGIBILITY
FOR PREFERENCE

NOTE: This certificate must be signed by the person who will sign or has signed the Bid Form. This certificate will become a part of the contract documents. This form is a listing of Section 3 businesses that are planned to be a part of the project. If that is unknown or none apply, the form must still be completed.

Project Number: _____ Bid Number: 2023-08

Project Name: City of Waterford, Pecan/Dorsey and Western Neighborhood Improvement, City Bid No. 2023-08

This is a formal certification that the below list of Section 3 Business(es) will be utilized on the above project and that such business(es) qualify for a Section 3 Business Preference and meet the requirements of a Section 3 Business as defined in the Bidding Procedures for this project.

a. Section 3 Business Name: NONE

Address: _____

Description of Work: _____

Dollar Value of Proposed Work: _____

b. Section 3 Business Name: _____

Address: _____

Description of Work: _____

Dollar Value of Proposed Work: _____

c. Section 3 Business Name: _____


Address: _____

Description of Work: _____

Dollar Value of Proposed Work: _____

The percentage of the total dollar value of all Section 3 Business work compared to the total bid price: 0.00 %

- This certification is a material representation of the fact upon which reliance may be placed if the proposed transaction is entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department of Housing and Urban Development and Stanislaus County may pursue available remedies.
- The undersigned contractor's representative shall provide immediate written notice to the agency to which this proposal is submitted if at any time the undersigned learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Contractor Name: George Reed, Inc.
Signature/Title:  Ed Berlier
Date: 09/25/23
Vice-President/General Manager

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STANISLAUS COUNTY SECTION 3 PROCEDURES

As a recipient of U.S. Department of Housing and Urban Development (HUD) CDBG, HOME and other federal funds governed by Section 3 of the Housing and Urban Development Act of 1968, Stanislaus County is dedicated to contracting with Section 3 contractors to the greatest extent possible. Subsequently, the County is also dedicated to the utilization of both MBE/WBE and LOSB concerns.

PUBLIC HEARINGS

As part of Public Hearings associated with the Consolidated Planning Process, Stanislaus County's Department of Planning and Community Development will provide those in attendance with information concerning Section 3 eligibility under its HUD entitlement programs. This will be carried out as a part of the public meetings discussing the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).

SUBRECIPIENTS AND SECTION 3 REQUIREMENTS FOR COVERED CONTRACTS

Stanislaus County shall insure that all sub-recipients are aware of the Section 3 requirements for all covered contracts that are bid and/or awarded during each fiscal year. This procedure will be carried out through two (2) specific activities associated with projects.

1. Section 3 language will be included within the contract between the sub- recipient/municipal government and Stanislaus County.
2. Section 3 language will be included within the contract between the sub- recipient/municipal government and the selected contractor.

SECTION 3 LANGUAGE FOR CONTRACTS

1. Contractor acknowledges and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as found at 24 CFR Part 135.
 - 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 impediment that would prevent them from complying with the part 135 regulations.
 - C. The contractor agrees to send to each labor organizations 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 minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of 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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogations of compliance with section 7(b).

PRE-CONSTRUCTION CONFERENCES

Section 3 requirements will be addressed at a pre-construction conference to further insure that prospective contractors are aware of Section 3 and what it means to be a Section 3 contractor. The Pre-construction conference will cover the following:

1. Certification of proposed contractors regarding Section 3 and segregated forms in the bid requirements for the contractor.
2. Explanation of Section 3 and the program requirements in the pre-construction meeting with the contractor.

SELF CERTIFICATION OF SECTION 3 CONTRACTORS

The County will use self-certification documentation to support whether or not a contractor qualifies as a Section 3 business concern.

This self-certification will be used to identify whether a contractor is a Section 3 business concern and will be submitted by contractors asserting Section 3 status on a contract by contract basis. When self-certifying, contractors should maintain records as documentation of any and all efforts made to insure compliance with Section 3.

RECOMMENDATIONS TO CONTRACTORS ON MEETING SECTION 3 COMPLIANCE

The following are recommendations on how contractors can advertise and/or market to Section 3 residents on large scale construction projects and insure compliance under Section 3.

1. Utilize the HUD Section 3 Business Registry located at the following website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

The website can be used by businesses seeking to register as a Section 3 Business as well as a search tool for contractors and professional firms seeking to insure compliance by seeking out registered Section 3 Businesses working in and around Stanislaus County.

2. Prime and sub-contractors post any openings related to the contract on the job site.
3. Survey sub-contractors (especially LOSBs) to determine Section 3 status/qualifications.
4. Insert Section 3 language in any contracts with sub-contractors (same wording as prime contractor's amendment).
5. Provide a list of any new positions filled/hired to work on the project to-date and the County can help in determining if these new hires can be considered Section 3 Hires.

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Disadvantaged Business Enterprise (DBE) Information

WHAT IS DBE?

Under the Women's Business Enterprise and Minority Business Enterprise – Executive Orders 11625, 12138 and 12432, these regulations were established as a national priority.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

If the contractor is unable to find qualified Minority Business Enterprises and/or Women Business Enterprises (MBEs/WBEs) in the performance of the contract, it shall document the efforts it made to do so. Documentation shall be retained in the contractor's files for review by the County.

NOTE: This form must be signed by the person who will sign or has signed the Bid Form. This form is a listing of subcontractors that are planned to be a part of the project. If those subcontractors are unknown or none apply, the form must still be completed. This form will become a part of the contract documents.

Division of Equal Opportunity Certified: DBE MINORITY WOMEN
(CHECK APPROPRIATE DESIGNATION)

Description of Work: Trucking

Subcontractor's Name: Destination Anywhere Inc.
Est. Dollar value of proposed work: \$37,000

Division of Equal Opportunity Certified: DBE MINORITY WOMEN
(CHECK APPROPRIATE DESIGNATION)

Description of Work: _____

Subcontractor's Name: _____
Est. Dollar value of proposed work: _____

Division of Equal Opportunity Certified: DBE MINORITY WOMEN
(CHECK APPROPRIATE DESIGNATION)

Description of Work: _____

Subcontractor's Name: _____
Est. Dollar value of proposed work: _____

Division of Equal Opportunity Certified:
(CHECK APPROPRIATE DESIGNATION)

DBE

MINORITY

WOMEN

Description of Work: _____

Subcontractor's Name: _____

Est. Dollar value of proposed work: _____

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ 37,000-

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: 5.5 %

Signature: 

Date: 09/25/23

Ed Berlier
Print Name:

Vice-President/General Manager
Title:

This space intentionally left blank.

STANISLAUS COUNTY
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

This is a formal certification that the below list of Disadvantage Business Enterprise Sub- Contractor(s) and amount(s) were utilized on the above project. This form is required at project completion.

DBE SUB-CONTRACTOR	SUB-CONTRACTOR AMOUNT	AMOUNT PAID

Signature: _____

Date: _____

Print Name: _____

Title: _____

Send To: Stanislaus County
 Department of Planning and Community Development
 Attention: Community Development Manager
 1010 10th Street, Suite 3400
 Modesto, CA 95354

WAGE SHEET AND CLASSIFICATION REVIEW

REVIEW OF PROJECT WAGE SHEET

Prior to the start of construction, all contractors are required to submit a **Project Wage Sheet**. This sheet will list all work classifications that the contractor will utilize to perform work under the contract. The form will also designate if the prevailing rate is a federal or state rate, list the basic hourly rate with the fringe benefit rate and the total of both. The Project Wage Sheet must be reviewed and approved by the project engineer with respect to the work classifications to be used for the construction phase of the project. Also, the Project Wage Sheet must be reviewed and approved by the Grantee's labor compliance officer with respect to the wage rates and fringe benefits rates that are to be paid for each work classification.

ADDITIONAL CLASSIFICATIONS

Any class of laborers or mechanics not listed in the initial wage determination shall be additionally classified in conformance with the wage determination. If additional classifications under the federal wage determinations are required, the Labor Compliance Officer will submit a "Report of Additional Classifications and Rate" form, located online at: (portal.hud.gov/hudportal/documents/huddoc?id=DOC_12573.doc).

The WVDO will forward the request to the HUD Area Office for submission and approval by the United States Department of Labor. A report on additional classification actions must be approved, modified or disapproved by the United States Department of Labor's Administrator of the Wage and Hour Division, Employment Standards Administration, within 30 days of receipt.

MINIMUM CRITERIA FOR ADDITIONAL CLASSIFICATION REQUESTS

Additional classification will be approved 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;
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, that has a reasonable relationship to the wage rates contained in the wage determination.

WAGE PAYMENT COMPLIANCE

Payroll records shall contain the employee's full name and identifying number (**last four digits of the social security number**). The payroll records must also reflect correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, bona fide plans or programs for providing fringe benefits, written evidence of registered or certified apprentice or trainee programs, registration of apprentices or trainees and ratios, and wage rates prescribed in these programs.

Signed weekly certified payrolls must be submitted for each week in which any contract work is performed. The primary contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll must be accompanied by a Statement of Compliance (with Davis-Bacon and Copeland Anti-Kickback Act provisions) signed by the contractor or subcontractor. If the signatory on the Statement of Compliance is not an officer of the contractor's or subcontractor's company, the chief executive officer must prepare a letter on company letterhead assigning signatory authority to another individual, such as a payroll officer, to sign on his/her behalf.

PAYMENT OF FRINGE BENEFITS

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

Any payment of fringe benefits other than cash payment must be verified by the agency which received the payment. The contract file must contain a listing provided by the bona fide fringe benefit plan for each employee, verifying the payment made.

FAILURE TO PAY PREVAILING WAGES

In the event of a contractor's or subcontractor's failure to pay all or part of the wages required by the contract to any laborer or mechanic, including any apprentice or trainee, employed or working on the site of work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, the Grantee 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.

FAILURE TO PAY OVERTIME COMPENSATION

In the event of violation of the overtime provision of the Contract Work Hours and Safety Standards Act, the contractor and any subcontractor responsible shall be liable for the unpaid wages and any liquidated damages.

The County shall upon its own action or upon written request from the HUD withhold or cause to be withheld any money payable on account for work performed by the contractor or subcontractor. Also, money payable to the same contractor may be withheld from other federal contracts. This also applies to any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor. The amount of money withheld may be determined by the amount necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

DEBARMENT PROCEEDING

Whenever any contractor or subcontractor is found to be in aggravated or willful violation of the labor standards provisions of any applicable statutes or who have been found to have disregarded required obligations to employees under the Davis-Bacon Act, such contractors or subcontractors shall be ineligible to receive any federal contracts.

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CONTRACTORS/SUBCONTRACTORS CERTIFICATION
FOR LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

DAVIS BACON AND RELATED ACTS COMPLIANCE

Project Name: _____ Project No.: _____

1. The undersigned, having executed a contract with _____ for the above-identified project, certifies that:
 - a. The Labor Standards Provisions of the Contract for Construction (HUD form 4010) are included in the aforesaid contract
 - b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12 (a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act , as amended (40 U.S.C. 276a-2(a)).
 - c. No part of the aforementioned contract has been or will be subcontracted to a subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. The undersigned agrees to obtain and forward to the contractor for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.
 - a. The workers will report for duty on or about _____ (Date)

3. The undersigned certifies that:
 - a. The legal name and the business address of the undersigned are:

 - b. The undersigned is (check one):
 Single Proprietorship A Partnership A Corporation
 Other - Describe: _____

Signature

Date

A. APPLICABILITY

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

(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 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

- (ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **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 virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.