

CITY OF GREENFIELD



Request for Proposals **2014 CDBG and HOME Program Awards** **CDBG and HOME Administrative Services**

Proposals Due by 4:00 P.M., PDT
April 10, 2015 by mail, in-person, or e-mail to:

Mic Steinmann, Community Services Director
msteinmann@ci.greenfield.ca.us
599 El Camino Real, P.O. Box 127, Greenfield, CA 93927
Phone: 831-674-5591

The City will not be responsible for late or lost proposals or accept proposals that fail to be delivered to the specified physical or email address by the specified time and date.



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**City of Greenfield
2014 CDBG and HOME Program Awards
Request for Proposals**

Consultant for CDBG and HOME Administrative Services

RELEASE DATE: Monday, March 16, 2015

PROPOSALS DUE: Friday, April 10, 2015, by 4:00 P.M. PDT at either of the addresses listed below

CONTACT PERSON: Mic Steinmann, Community Services Director
Email: msteinmann@ci.greenfield.ca.us

DELIVERY ADDRESS: City of Greenfield
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Attn: Mic Steinmann, Community Services Director

OR

Email: msteinmann@ci.greenfield.ca.us

INTRODUCTION

The City of Greenfield was incorporated in 1947. It is located in the heart of the Salinas Valley between the Gabilan Mountain Range to the east and the Santa Lucia Mountain Range to the west. The City is situated along U. S. Highway 101 south of Salinas in Monterey County. Neighboring communities are the cities of King, Soledad, and Gonzales. Greenfield has a current population of approximately 17,300 residents, with an incorporated area of 1.7 square miles.

Greenfield is centered in one of the most productive agricultural areas in the world. Known as the "Salad Bowl of the World," 80% of the lettuce grown in the United States is grown in the Salinas Valley and over \$2 billion worth of fruits and vegetables are shipped annually across the United States and abroad. The area around Greenfield is also known as a premier wine grape growing region due to favorable soils and climate with over twenty vineyards and wineries within a thirty mile radius. Greenfield's central location makes it a "springboard" to a number of Monterey County attractions, including the premier agricultural fields of the Salinas Valley, vineyards and wineries, Pinnacles National Park, historical mission sites, the Carmel Valley, Cannery Row of Monterey, the Monterey Bay Aquarium, world-class golf courses in and around Pebble Beach, Big Sur, and the dramatic central California coastline.



The City of Greenfield has been recently awarded Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) grants for a variety of projects. The City does not have recent experience in administering these programs, and is need of assistance from a qualified and experienced consultant for grant and program administration services. The City of Greenfield invites qualified consultants to submit proposals including a detailed project approach and price for professional consulting services to assist the City of Greenfield in the administration of its current CDBG and HOME programs. Consultants who submit proposals for this project must have recent and relevant experience providing similar administrative subcontractor services under the CDBG and HOME programs.

The information contained in this Request for Proposals (RFP) is the City of Greenfields' best understanding of the current needs and approach on how to address them, but the City is open to creative and beneficial modifications to the scope of work described herein based on the consultant's professional expertise in these subject areas. If the consultant believes there is a better way to achieve the City's goals, then that should be reflected in its proposal.

CDBG and HOME PROGRAM GRANTS

The City has been awarded a \$2 million Community Development Block Grant (CDBG) for a number of critically needed projects, including homebuyer assistance and housing rehabilitation programs, physical improvements to the City's wastewater treatment facility ponds, and for water and wastewater system master plans. The CDBG award for these programs includes an amount for direct activity delivery administrative expenses and a general program administration allowance. The total award amount is allocated as follows:

Program/Activity	Amount
Homebuyer Assistance	\$215,332
Single-Unit Residential Housing Rehabilitation	\$195,427
Wastewater Treatment Facility Improvements	\$1,162,790
Water/Wastewater System Master Plans	\$93,023
Total Direct Service/Activity Funds	\$1,666,572
<u>Activity Delivery/Program Administration</u>	
Homebuyer Assistance	\$17,227
Single-Unit Residential Housing Rehabilitation	\$37,131
Wastewater Treatment Facility Improvements	\$139,535
Water/Wastewater System Master Plans	\$0
General Program Administration	\$139,535
Total Administration Support Services	\$333,428
Total CDBG Award	\$2,000,000



The general program administration costs include City staff and related costs required for overall contract and program management, coordination, monitoring, reporting and evaluation. In addition to these general administration costs, the CDBG award also allows for activity delivery costs which are the City's actual costs associated with the delivery of the specific CDBG funded activity. The administrative services funded through these allocations can be provided directly by City staff, through an Administrative Subcontractor hired by the City, or a combination of both City staff and outside consultant services.

The City has also been awarded a \$4.6 million HOME award for the construction of a 48-unit affordable housing rental project. The total project development costs are approximately \$11 million. The City's award is allocated as follows:

Program/Activity	Amount
Construction/Development Assistance	\$4,500,000
Activity Delivery/Administration	\$50,000
General Program Administration	\$50,000
Total HOME Award	\$4,600,000

The \$4.5 million for construction/development assistance are funds that will be drawn upon by the project developer to off-set its total development costs. There is also \$100,000 available for direct activity delivery and general program administration expenses. As with the CDBG program, the activity delivery and general administration services can be provided by City staff, through and Administrative Subcontractor, or a combination of both staff and consultant services.

The City anticipates utilizing its own staff resources along with those of a professional consultant ("Administrative Subcontractor") to administer both the CDBG and the HOME programs. To be reimbursable under the CDBG and HOME programs, the services of the Administrative Subcontractor must be procured utilizing a competitive Request for Proposal (RFP) process in compliance with 24 CFR 85.36, as required by the Department of Housing and Community Development (HCD) for all CDBG and HOME funded projects. HCD is the state agency responsible for allocating CDBG and HOME program funds, and administering each federally funded program at the state level. The applicable federal procurement regulations that will govern this Administrative Subcontractor procurement process are located at http://www.hcd.ca.gov/fa/cdbg/manual/24_CFR_85.36_Procurement.pdf.

The proposers should keep in mind that the cost of its services to assist in the administration of these programs is only a portion of the total costs that the City will incur for which it will seek reimbursement under the appropriate program. Each proposer should provide an appropriate Project Approach accordingly.

SEPARATE SOLICITATIONS

Since two separate funding sources (CDBG and HOME) will be used to reimburse the City for its administrative expenses, including those of an Administrative Subcontractor, separate



contracts will be executed between the successful proposer and the City, each with their distinct scope of services and fees. The scope of work and price proposal presented in the proposer's response to this RFP must clearly differentiate between the scopes of work and cost proposals for the CDBG and the HOME programs. The selected consultant will be required to track and account for its time and expenses appropriately differentiated between each program and funding source. Although a single solicitation is being used to select an Administrative Subcontractor for both the CDBG and HOME programs, the City reserves the right to award contracts for the CDBG and HOME programs to two separate consultants if it is in the best interests of the City to do so, as determined by the City in its sole discretion. It is the preference of the City, however, to award each of these contracts to a single consultant as it is believed this will be more cost effective, efficient, and financially responsible manner in which to award and manage these contracts. In other words, it is expected that the total cost to the City for the required Administrative Subcontractor services will be less if a single consultant is awarded both contracts rather than awarding each contract to separate consultants.

PROJECT APPROACH

The proposing consultant's proposal shall include a detailed project approach with an appropriate scope of tasks the consultant deems essential to address the goals and objectives of the City as expressed in this RFP. Although the City has identified a number of essential tasks in the following scope of work descriptions, the City invites and encourages the proposing consultants to enhance or modify the identified tasks for both the CDBG and HOME programs, as they deem appropriate, based on their knowledge, experience, and familiarity with CDBG and HOME program requirements, along with written reasons why a task should be modified or included. Failure to include such a written explanation will be reflected in the City's review of the consultant's qualifications.

SCOPE OF SERVICES – CDBG PROGRAM

CDBG administrative services to be provided by the selected Administrative Subcontractor include but are not limited to the following:

1. Provide general CDBG administrative services and technical support.
2. Provide assistance to the City to ensure compliance with all CDBG program, contracting, and administrative requirements, including compliance with the requirements of the HCD Grant Management Manual, applicable Management Memos, and all applicable State and Federal CDBG regulations.
3. Set-up and implement a grant reporting and filing system in satisfaction of state and federal CDBG guidelines, including preparing, maintaining, and submitting to HCD and the City all financial, administrative and performance reports required by the CDBG program (i.e., monthly, quarterly, annual, close-out, etc.).
4. Prepare and coordinate the submission of the appropriate documents to HCD for program close-out and completion.



5. Assist the City in the development, implementation, and administration of eligible Homeownership Assistance and Housing Rehabilitation activities, including:
 - a. Prepare Housing Rehabilitation and Homeownership Assistance program guidelines as required by HCD, and prepare City staff reports and City Council resolutions for adoption of those program guidelines by the City.
 - b. Conduct confidential reviews of financial and other personal information submitted by applicants to determine program eligibility,
 - c. Conduct home inspections of owner-occupied and privately owned rental housing to determine the need for repairs and modifications and related specifications, and
 - d. Conduct home inspections to determine the scope of lead-based paint surfaces that will impact the planned rehabilitation of the premises.
6. Maintain accounts for dispersal and collection of grant funds through establishment of appropriate Revolving Loan Funds, in concert with the City Finance Department.
7. Coordinate and participate in all appropriate public meetings as requested by the City, including preparing and implementing all public outreach programs and public participation under the CDBG program as necessary.
8. Prepare and submit to HCD all of the necessary forms and materials to meet the Project Set-Up requirements outlined in the CDBG Standard Agreement, including general conditions set-up, activity set-up, and funds disbursement authorization.
9. Facilitate communications between the City and HCD representatives.
10. Keep the City updated as to project status on a regular basis, monitor program milestones, and recommend program amendments as necessary.
11. Prepare a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities.
12. Appraise the City of all applicable federal and state requirements related to the CDBG funds, facilitate the meeting of such requirements, and provide recommendations to the City to ensure compliance with all CDBG program deadlines.
13. Prepare the applicable level of NEPA environmental clearance on behalf of the City, including the Statutory Worksheet and Environmental Assessment as required, on CDBG required forms.
14. Develop and/or update CDBG policies and procedures to conform with any and all updates to the CDBG regulations.



SCOPE OF SERVICES – HOME PROGRAM

HOME administrative services to be provided by the selected Administrative Subcontractor include but are not limited to the following:

1. Provide general HOME administrative services and technical support, and assist the City in the development, implementation, and administration of eligible HOME activities.
2. Provide assistance to the City to ensure compliance with all HOME program, contracting, and administrative requirements, including compliance with the requirements of the HCD Contract Management Manual, applicable Management Memos, and all applicable State and Federal HOME regulations.
3. Set-up and implement a grant reporting and filing system in satisfaction of state and federal HOME guidelines, including preparing, maintaining, and submitting to HCD and the City all financial, administrative and performance reports required by the HOME program (i.e., monthly, quarterly, annual, close-out, etc.), general conditions clearance checklists
4. Prepare and coordinate the submission of the appropriate documents to HCD for program close-out and completion.
5. Coordinate and participate in all appropriate public meetings as requested by the City.
6. Prepare and submit to HCD all of the necessary forms and materials to meet the Project Set-Up requirements outlined in the HOME Standard Agreement, including general conditions set-up, activity set-up, and funds disbursement authorization.
7. Establish and maintain administrative files in accordance with HCD requirements and the HOME Contract Management Manual. This includes maintaining the required Public Information Binder.
8. Participate in any monitoring visits by the State or other agencies and provide the necessary documents and files for such monitoring visits. Advocate on the City's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under control of the Administrative Subcontractor.
9. Keep the City updated as to project status on a regular basis, monitor program milestones, and recommend program amendments as necessary.
10. Prepare a close-out manual to guide the City after the project has been completed. Such guide will outline the City's ongoing program responsibilities.
11. Facilitate communications between the project developer and the City and HOME representatives.
12. Appraise the City of all applicable federal and state requirements related to the HOME funds, facilitate the meeting of such requirements, and provide recommendations to the City to ensure compliance with all HOME program deadlines.



13. Prepare the applicable level of NEPA environmental clearance on behalf of the City, including the Statutory Worksheet and Environmental Assessment as required, on HOME required forms.
14. Prepare all documents required by the HOME program for the City to receive the Authority to Use Grant Funds from the state HOME program.
15. Develop and/or update HOME policies and procedures to conform with any and all updates to the HOME regulations.

QUESTION AND ANSWER

Written questions regarding this Request for Proposals may be submitted at any time prior to Tuesday, March 31, 2015, 5:00 P.M. PDT. Only written questions will be accepted. Written questions should be submitted to: msteinmann@ci.greenfield.ca.us.

Unless the nature of any written question submitted requires a confidential response, all questions and answers will be issued in the form of an addendum, posted on the City's website, and issued to all known recipients of this Request for Proposals document.

PROPOSAL SUBMISSION

Submit proposals in electronic format (PDF) only. Hard copies are neither required nor desired. The electronic proposal must be received no later than 4:00 P.M. PDT, Friday, April 10, 2015, at the City of Greenfield. Late submittals will not be accepted. If mailed or by personal delivery, submit on CD or flash drive, to:

City of Greenfield
PO Box 127
599 El Camino Real
Greenfield CA 93927

Attention: Mic Steinmann, Community Services Director

In lieu of mailing or personal delivery, submittals may be submitted via e-mail to Mic Steinmann at msteinmann@ci.greenfield.ca.us.

All proposals and documents submitted become the property of the City of Greenfield. Information considered proprietary shall be identified as such when the proposal is submitted

ANTICIPATED PROJECT SCHEDULE

Activity / Milestone	Date
1. RFP issuance	March 16, 2015
2. Deadline to submit questions for clarifications	March 31, 2015



3. Proposal submittal deadline	April 10, 2015
4. Interviews (if conducted)	April 23, 2015
5. Award of Contract – City Council	May 12, 2015
6. Work commencement – CDBG	May 18, 2015
7. Work commencement - HOME	July 15, 2015
8. Work completion - CDBG	December 31, 2016
9. Work completion - HOME	June 30, 2017

PROPOSAL FORMAT

Proposals should be limited to twenty-five (25) 8½" x 11" pages (including the cover letter and resumes). Lengthy proposals may not be well received. The proposal shall be organized as follows:

A. Cover/Cover Letter

1. Firm/entity name.
2. Brief description of the firm/entity.
3. Identify any sub-consultants or joint venture firms.

B. Proposal Response

1. Firm Information

- a. Information about the consultant firm(s) including: type of organization, size (i.e., local office and total firm size), location of principal office(s), years in business, number of employees, professional registrations and affiliations, number of years as a firm, and other pertinent information.

2. Key Personnel and Roles

- a. Names and qualifications of personnel assigned to the Project. Include principal-in-charge, project manager, and all professional consulting and technical staff expected to take responsible roles. Clearly note any assignment and personnel qualifications differences between the CDBG and HOME program services.
- b. If sub-consultant(s) will be a part of the team, include a statement about whether the primary consultant has previously worked with the proposed sub-consultant(s). Note: The successful consultant will be prohibited by contract from allowing non-listed personnel to play a responsible role in the project.
- c. Experience/resumes of all key personnel, clearly noting CDBG and HOME experience.



- d. Organization chart showing proposed team members, team organization/lines of communication, and titles/roles for this project.
3. Qualifications of the Firm/Entity(s)
 - a. Description of completed projects similar in nature, magnitude, and complexity. Include the year(s) the work was completed. Identify any key team members proposed for this City of Greenfield project that also provided services on those projects, including their role. Clearly differentiate between CDBG and HOME program projects.
 - b. Project references of similar, completed projects.
 4. Scope of Services – CDBG Program
 - a. Include a detailed project approach and anticipated scope of services providing information on all of the services anticipated to be provided as part of this contract and which are identified in this RFP is required.
 - b. The scope of services should express specific ideas for the work that will be proposed and why those ideas are the best solution. Any additional or optional recommended tasks should also be included.
 5. Scope of Services – HOME Program
 - a. Include a detailed project approach and anticipated scope of services providing information on all of the services anticipated to be provided as part of this contract and which are identified in this RFP is required.
 - b. The scope of services should express specific ideas for the work that will be proposed and why those ideas are the best solution. Any additional or optional recommended tasks should also be included.
 6. Expectations of City
 - a. Identify any information and tasks expected from the City of Greenfield to enable the consultant to provide required grant and program administration services. Clearly differentiate between the CDBG and HOME programs.
 - b. Any information or tasks needed but not listed will be the responsibility of the selected consultant.
 7. Schedule for Completion of Scope of Services
 - a. Estimated schedule for completion of the required services, including key milestones (phases, tasks, working products). For the CDBG program, assume a beginning date of May 18, 2015, and a completion date of December 31, 2016. For the HOME program, assume a beginning date of July 15, 2015



and a completion date of June 30, 2017. Make a clear differentiation between the schedules for the CDBG and HOME programs.

- b. Identify all tasks not under consultant's control with estimated timelines based upon prior experience of the consultant.
- c. Include discussion of any other constraints to the schedule.

C. Cost Proposals – CDBG and HOME

- a. Include estimate of hours and total fees, by staff or position title, for each task item included in the scope of work. Identify billing rates for all staff categories.
- b. Itemize reimbursable expenses by type and amount.
- c. Prepare separate cost proposals for the CDBG and HOME programs.

D. Exceptions to Professional Services Agreement

- 1. Identify any exceptions to the Professional Services Agreement attached to this RFP. Include a discussion of the reasons why exception is taken and include proposed alternative contract language. The City and the City Attorney will review any requested contract revisions, but there is no guarantee any such revisions will be allowed. It is the expectation that each firm submitting a response to this RFP will meet all of the terms and conditions contained in this Agreement.

EVALUATION OF PROPOSAL

The City will evaluate all proposals received by the deadline. The City review team will use the following evaluation criteria, with scoring on a 200-point scale:

EVALUATION CRITERIA	POINTS
<u>CDBG Program Evaluation</u>	
Project understanding and development of a concise but thorough and complete scope of work, with recommendations, if any, to improve on the scope of work described in the RFP	25
Demonstrated firm and team specialized experience, technical expertise, and proven knowledge of providing similar grant and program administration services to government agencies	25
Expertise, qualifications, licenses and certifications, and directly related experience of professional and technical staff and the managers assigned to this Project	25



Program schedule	10
Cost Proposal	10
<u>HOME Program Evaluation</u>	
Project understanding and development of a concise but thorough and complete scope of work, with recommendations, if any, to improve on the scope of work described in the RFP	25
Demonstrated firm and team specialized experience, technical expertise, and proven knowledge of providing similar grant and program administration services to government agencies	25
Expertise, qualifications, licenses and certifications, and directly related experience of professional and technical staff and the managers assigned to this Project	25
Project Schedule	10
Cost Proposal	10
<u>CDBG and HOME Programs</u>	
Availability and responsiveness of the consultant; ability to work and communicate effectively with the public and government agencies	10
TOTAL POINTS	200

Based on these selection criteria, the top ranked consultant teams may be selected for separate interviews with the review team prior to making a selection recommendation to the City Council. Upon completion of the interviews, the review team will make a final ranking of the consultant teams. The top-ranked firm will then enter into contractual and fee negotiations with the City. Should the City and the top-ranked firm not satisfactorily negotiate a contract, the City will then enter into negotiations with the 2nd, 3rd, etc., ranked firms, in turn, as required until a successful negotiation is reached. Upon successful negotiation, the City Council will then be requested to approve the award of the contract and authorize the City Manager to execute the contract.

The City of Greenfield will exercise its discretion in selecting a firm or individual that presents the proposal that, in the sole judgment of the City, best serves the interest of the City. The City reserves the right to waive minor irregularities in any proposal, reject any proposal that fails to meet the RFP requirements in any respect, to reject all proposals for any reason, or to cancel in part or in its entirety the Request for Proposals. The City reserves the right to award separate CDBG and HOME administrative services contracts to two separate consultants if it is in the best interests of the City to do so, as determined by the City in its sole discretion.



ATTACHMENT 1
CITY OF GREENFIELD STANDARD CONTRACT

CITY OF GREENFIELD



CONTRACT FOR

[Name of Contractor]

[Name of Project]

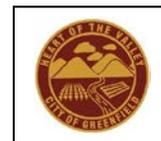


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CONTRACTOR SERVICES AGREEMENT
FOR THE
CITY OF GREENFIELD
[NAME OF CONTRACTOR]

THIS AGREEMENT is made and entered into this ___ day of _____, 2015, by and between the City of Greenfield, a Municipal Corporation ("City") and [Name of Contractor], ("Contractor"), for the _____ [insert brief description of project] _____ ("Project"). City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services as set forth in Exhibit A, entitled "Scope of Services," attached hereto and incorporated herein by reference, as requested by the City. This Agreement and its exhibits shall be collectively known as the "Agreement." Terms set forth in any section, part, or exhibit of this Agreement shall be deemed to be incorporated in all sections, parts, or exhibits of this Agreement as if set forth in full therein.

2. CHANGES TO SCOPE OF SERVICES

A. CITY REQUEST. The City may at any time, and from time to time, upon a minimum of ten (10) days written notice, modify the scope of services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing.

B. APPROVAL OF CHANGES. Upon agreement between the City and Contractor of such change in scope, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule or time of performance, an amendment to this Agreement shall be prepared describing such changes. Any increase in the amount of



Contractor's compensation and/or changes in Exhibit A and/or Exhibit B must be approved in advance by the City Manager, and if the increase in compensation exceeds \$25,000.00, the change shall also be approved by the City of Greenfield City Council.

3. COMPENSATION

A. TERMS. Compensation to the Contractor shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference.

B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services or providing work pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Contractor. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City and Contractor at the time City's express written authorization signed by the City Manager, or the City Manager's designee, is given to Contractor for the performance of said services.

C. PAYMENT. Amounts due to Contractor from City for services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

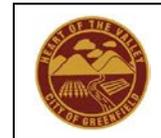
D. DISALLOWED EXPENDITURE. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the City by the Contractor. Absent fraud or mistake on the part of the City, the determination by the City of the allowability of any expenditure shall be final.

4. TIME OF PERFORMANCE

The services of Contractor are to commence upon execution of this Agreement by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 12 below, this Agreement shall terminate no later than [insert date], unless extended by the mutual agreement of both parties.

5. RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional, technical, and trade capabilities, experience, resources, staffing, and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and



approvals of whatsoever nature that are legally required to practice their respective professions or trades and will maintain same during the term of this Agreement. In addition to the foregoing, Contractor and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City.

6. RESPONSIBILITY OF CITY

The City hereby agrees to:

A. Assist Contractor by placing at its disposal all available information pertinent to the Project, including previous reports, studies, drawings, specifications, and other relevant data or documents.

B. Guarantee access to and make all provision for Contractor to enter upon public and private property as required for Contractor to perform its services required by this Agreement.

C. Examine all studies, reports, drawings, specifications, proposals and other documents prepared and presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Contractor.

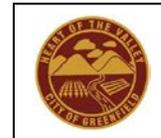
D. Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Contractor's services.

7. INSPECTION OF WORK, CORRECTION

The City shall have the right to inspect any work or services performed hereunder to verify that the work or services are being and/or have been performed in accordance with the applicable federal, state and local requirements and this Agreement. The Contractor shall correct all work or services found by such inspections not to conform to the applicable requirements. The City will withhold payment to the Contractor and any subcontractor, respectively, until it is so corrected.

8. INDEPENDENT CONTRACTOR

A. Contractor enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Any persons employed by Contractor for the performance of services pursuant to this Agreement shall remain employees of Contractor, shall at all times be under the direction and control of Contractor, and shall not be considered employees of City. All persons employed by Contractor to perform services pursuant to this Agreement shall be entitled solely to the right and privileges afforded to Contractor employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



B. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement, for supervising the services and work provided under this Agreement, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City may use any reasonable means to monitor performance and the Contractor shall comply with the City's request to monitor performance.

C. Contractor shall be free to render work and services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

A. CONTRACTOR PROPERTY. Contractor shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Agreement except as set forth in Exhibit D. City acknowledges that all equipment and other tangible assets used by Contractor in providing these services are the property of Contractor and shall remain the property of Contractor upon termination of this Agreement.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be provided at City's sole cost and expense.

10. APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL

The staff and subcontractors specified in Exhibit C, entitled "Listing of Subcontractors and Key Personnel," attached hereto and incorporated herein by reference, shall provide the services set forth herein, and shall be the subcontractors and persons primarily in charge of and responsible for performing such work. Contractor shall notify City of any changes in Contractor's staff or subcontractors to be assigned to perform the services required under this Agreement and shall obtain the approval of the City prior to any such changes.

11. TERMINATION

A. TERMINATION FOR CONVENIENCE. The City, upon thirty (30) days written notice, may, in its sole discretion, terminate this Agreement at any time for convenience, and without cause. In the event of such termination, Contractor shall be entitled to compensation for all necessarily and reasonably incurred expenses and costs for services rendered and work performed for City under the terms of this Agreement to the date of termination.

B. TERMINATION FOR CAUSE. The City may terminate this Agreement and be relieved of any payments to Contractor hereunder should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. The City shall provide written notice of such termination for cause to the Contractor, and the Contractor shall stop all work and services provided under this Agreement on the date and under the terms



specified in such written notice of termination. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. All costs to the City in terminating this Agreement and proceeding with the work as the City deems proper, shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If any balance due Contractor is insufficient to reimburse the City for its costs incurred hereunder, the Contractor shall pay to the City the amount of those remaining costs upon demand.

C. TERMINATION UPON MUTUAL CONSENT. THE City and Contractor may terminate this Agreement upon mutual consent upon such termination terms and conditions as the parties agree, including the effective date and in the case of partial termination, the portion to be terminated.

D. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Agreement, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined. All of the indemnification, defense and hold harmless obligations in this Agreement shall survive termination.

12. ENFORCEMENT FOR NONCOMPLIANCE

A. REMEDIES. If the Contractor materially fails to comply with any term or condition of this Agreement, the City may, at its sole discretion, take any of the following enforcement actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
2. Disallow all or part of the cost of the work, service, activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further payments to Contractor.
5. Take any other remedies that may be legally available.

B. HEARINGS, APPEALS. In taking an enforcement action, the City will provide the Contractor an opportunity for a hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

C. EFFECTS OF SUSPENSION AND TERMINATION. Costs of Contractor resulting from obligations incurred by the Contractor during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs resulting



from obligations which were properly incurred by the Contractor before the effective date of suspension or termination, are not in anticipation of suspension or termination, in the case of a termination are noncancellable, and the costs would be otherwise allowable if this Agreement was not suspended or terminated.

13. DISPUTES

Should a dispute arise between the Contractor and City regarding any term, condition or provision of this Agreement, or any work or services provided by the Contractor hereunder, or whether the Contractor has or is performing its obligations as required hereunder, Contractor shall continue with its responsibilities under this Agreement during any such dispute, unless the City agrees, in writing, otherwise.

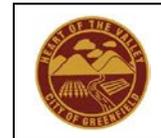
14. PROPERTY OF CITY

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. Subject to the Patent and Copyright provisions of this Agreement, it is mutually agreed that all materials prepared by the Contractor under this Agreement are upon creation and shall be at all times the exclusive property of the City, and the Contractor shall have no property right therein whatsoever. City agrees that Contractor shall bear no responsibility for any reuse of the materials prepared by the Contractor if used for purposes other than those expressly set forth in this Agreement. Contractor shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City including without limitation information or reports required by government agencies to enable Contractor to perform its duties under this Agreement and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Contractor will be allowed to retain copies of all deliverables to the City.

B. CONTRACTOR TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to said date by the Contractor in performing this Agreement. Contractor will be allowed to retain copies of all deliverables to the City.

15. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any of its officers, principals, employees, agents or subcontractors, has or shall acquire during the term of this Agreement, any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way conflict in any manner with the Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Contract, Contractor shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, principal, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.



Contractor agrees to include language similar to this section in all contracts with subcontractors and agents for the work contemplated herein.

16. CONFIDENTIAL INFORMATION

All City information disclosed to Contractor and all materials prepared or assembled by Contractor pursuant to performance of this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties without the prior written approval of the City, except by court order.

17. COOPERATION

City and Contractor shall promptly notify the other party should Contractor or City or their officials, officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. City and Contractor each retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Contractor and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Contractor or City. However, City's and Contractor's right to review any such response does not imply or mean the right to control, direct, or rewrite said response.

18. COMPLIANCE WITH LAW

The Contractor and each of its subcontractors shall comply with all applicable local, state and federal laws, regulations and requirements that pertain to, among others, construction, health and safety, labor standards, fair employment practices, equal opportunity, immigration and naturalization, nondiscrimination, housing and building codes, and all other matters applicable to the City, its contractors or subcontractors, including but not limited to the state and federal provisions set forth herein and in Exhibit F. Should the City be fined or have sanctions imposed upon it because of Contractor's or its subcontractor's failure to comply with such requirements, Contractor shall reimburse the City for the cost of all such fines or sanctions imposed, together with any and all costs, including without limitation attorney fees, incurred by the City in connection therewith.

19. NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against or grant preferential treatment to any employee or applicant for employment because of race, religion, creed, color, national origin, ethnicity, citizenship, disability (mental or physical), age, marital or parental status, genetic information, sex, sexual orientation, gender, gender identification, or any other characteristic protected under applicable federal or state law. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, ethnicity, national origin, gender, sex, sexual orientation, gender identification, age, or disability. Contractor and subcontractors shall insure that the



evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply to the fullest extent required by law, with all applicable local, state, and federal laws relating to nondiscrimination and preferential treatment. Contractor shall include these nondiscrimination, preferential treatment, and compliance provisions in all subcontracts to perform work or provide services under this Agreement.

20. PREVAILING WAGES

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the prevailing wage requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

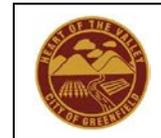
B. For the purposes of this requirement, "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements. Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

21. ASSIGNMENT AND SUBSTITUTION

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Contractor shall not assign, transfer or substitute any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, and any attempt by Contractor to so assign, transfer or substitute this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. However, claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution, but only with prior written consent of the City. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Agreement shall not be construed that any third party has an interest in this Agreement.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly



employed by Contractor. Subcontracts, if any, shall contain a provision making them subject to all provisions contained in this Agreement.

23. LIABILITY OF CONTRACTOR

Contractor shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

24. INDEMNIFICATION

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, court costs, interest, and all other costs and fees of litigation or defense) of every nature arising out of or in connection Contractor's sole negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design on a project other than the subject of this Agreement without the written consent of the Contractor.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, interest, and all other costs and fees of litigation or defense) of every nature (including but not limited to court proceedings, arbitration proceedings, regulatory proceedings, or administrative proceedings) arising out of or in connection Contractor's sole negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement.

C. GENERAL INDEMNIFICATION. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth herein for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible to City according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This



obligation to indemnify, defend, and hold harmless City as set forth herein is binding on the successor, assigns or heirs of Contractor and shall survive the termination of this Agreement.

D. INDEMNITY LIMITATION. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to defend, indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

25. INSURANCE

Contractor shall have and maintain the insurance policies set forth in Exhibit E, entitled "Insurance Requirements," attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. The insurance policies required herein shall be maintained by the Contractor, at its sole expense, for the time specified in Exhibit E. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

26. RECORDS

Contractor shall maintain all books, records, documents, drawings, specifications, accounting ledgers, payroll and labor costs, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Contractor by City, or as otherwise specified herein. Any duly authorized representative(s) of City shall have free access to such documents and records for the purpose of inspection, audit and copying at all reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

27. PATENT, COPYRIGHT

If this Agreement results in any work or materials, including but not limited to discovery by or invention, writing, data or document developed by the Contractor in the course of or under this Agreement, that is or may be copyrightable or patentable, the Contractor may retain the entire right, title, and interest therein (patent or copyright as the case may be). With respect to any such patent or copyright interest, the City shall have a royalty-free, nonexclusive, irrevocable and paid-up license to reproduce, publish or otherwise use and to authorize others to use for governmental purposes any such work or materials.

28. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.



29. EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

30. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties relative to the matters contained herein. There are no understandings, agreements, conditions, representations, warranties or promises, whether oral or written, with respect to this Agreement, except those contained in or referred to in this Agreement. This Agreement supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

31. AMENDMENT

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modification cannot be waived and any attempted waiver shall be void.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter. Waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

34. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

35. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if (1) personally delivered, (2)



delivered via email, or (3) enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery addressed to the parties as follows:

City: City of Greenfield
City Manager
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Contractor: [CONTACT PERSON]
[Street Address]
[City, state and zip code]

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

36. NOTICE TO PROCEED, PROGRESS, COMPLETION

Upon execution of this Agreement by the parties, City shall give Contractor written notice to proceed with the work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period.

37. INDEPENDENT INVESTIGATION

The Contractor agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

38. CONSTRUCTION AND INTERPRETATION

Contractor and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

39. MISTAKE OF FACT

Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact



and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

40. GOVERNING LAW

The City and Contractor agree that the laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey, federal diversity jurisdiction being expressly waived.

41. AUTHORITY TO EXECUTE

The person or persons executing this Contract on behalf of Contractor warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

CITY OF GREENFIELD

[NAME OF CONTRACTOR]

By: _____
Susan A. Stanton, ICMA-CM
City Manager

By: _____
[Name]
[Title]

Approved as to form:

By: _____
Bradley W. Sullivan
City Attorney

Attest:

By: _____
Ann Rathbun
City Clerk

City of Greenfield

[Name of Contractor]



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

CONTRACTOR

[Insert Contractor Name]

[Name]

[Title]



EXHIBIT A
Scope of Work



EXHIBIT B
Compensation and Method of Payment

[include either #1 or #2 whether the contract is a lump sum or hourly/not-to-exceed]

1. Base Services – Lump Sum. City hereby agrees to pay Contractor a Lump Sum amount of _____ DOLLARS (\$_____) for the Base Services as identified in Exhibit A. Contractor shall invoice City based on a percent completion basis of each task identified in the Base Services of Exhibit A based on the following cost allocation by task. Reallocation of funds from one task to another shall be by written amendment to this Agreement only:

[Insert cost loaded task listing]

2. Base Services – Hourly. City hereby agrees to pay Contractor a not-to-exceed amount of _____ DOLLARS (\$_____) for the Base Services as identified in Exhibit A. Contractor shall invoice City based on actual hours spent by each person providing services under each task identified in Exhibit A. Contractor shall not invoice City for work under any task that exceeds the following amounts unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Contractor.

[Insert cost loaded task listing]

3. Hourly Rates. Fees for work performed by Contractor on an hourly basis shall not exceed the following hourly rates:

[Insert hourly rate schedule]

4. Reimbursable Expenses. In addition to compensation for Base Services in the amounts set forth above, City shall reimburse Contractor only for the following expenses. Expenses not listed are not chargeable to City.

[Insert allowable reimbursable expenses]



EXHIBIT C
Listing of Subcontractors and Key Personnel



EXHIBIT D
Items Provided by City



EXHIBIT E Insurance Requirements

Contractor shall procure and maintain for the duration of the contract and for two years thereafter insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below.
6. Professional Liability (Errors and Omissions), appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

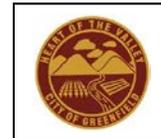
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.



Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start of work date, the Contractor must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to



require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds or Guarantees:

1. Bid Guarantee – Equal to five percent (5%) of the proposed contract amount in form of bid bond, certified check, or other negotiable instrument as assurance that the bidder shall, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
2. Performance Bond – Equal to 100 percent of the contract amount executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract.
3. Payment Bond – Equal to 100 percent of the contract amount executed in connection with the contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for under such contract.
4. Maintenance Bond – Equal to ten percent (10%) of the contract amount executed in connection with the contract to maintain and keep in good repair for a period of two years the improvements provided for under such contract. If the Performance Bond or other warranty provides for a two year or longer warranty period for any item or improvement, a separate Maintenance Bond is not required for any such item or improvement.

Any bonds provided under this Agreement shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



EXHIBIT F CDBG and Federal Contract Requirements

1. Sufficiency of Funds and Termination

- A. The City may terminate this Agreement at any time for cause by giving at least fourteen (14) days written notice to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, upon the request of the Department of Housing and Community Development (“HCD”), or withdrawal of HCD’s expenditure authority.
- B. This Agreement is valid and enforceable only if sufficient current funds are made available to HCD by the United States Government for the Federal Fiscal Year. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If Congress does not appropriate sufficient funds for the program, the City may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving fourteen (14) days written notice to the Contractor.

2. Uniform Administrative Requirements

The Contractor and Subcontractors shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth in Section 570.502.

3. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from



discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without



reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246 (as amended by Executive Order 11375):** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.



4. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)

- 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 organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth 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 part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that 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 derogation of compliance with section 7(b).

5. Clean Air and Water Acts

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

6. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

7. Compliance with State and Federal Laws and Regulations

- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the City, its contractors or subcontractors, and the grant activity, as well as any other State provisions as set forth.
- B. The Grantee agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other federal provisions as set forth.

8. Audit

Contractor agrees that the City, HCD, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is otherwise required under this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any



employees who might reasonably have information related to such records. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

9. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10. Antitrust Claims

The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to



the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

11. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Priority Hiring Considerations

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



13. Federal Labor Standards Provisions

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. Copeland "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, *gift*, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR. Subtitle A. Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Contractor shall maintain documentation that demonstrates compliance with the foregoing hour and wage requirements. Such documentation shall be made available to the City or the Department for review upon request.

14. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the requirements of California Labor Code(LC),Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction contract"). Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third



party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

15. Lead Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the City with assistance provided under the CCDBG Grant shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these regulations. The City shall be responsible for the notifications, inspections, and clearance certifications required under these regulations.

16. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter.

17. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

18. Anti-Job Pirating Certification

Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.



19. Anti-Lobbying Certification

This anti-lobbying certification clause is required for inclusion in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Bonus or Commission, Prohibition Against Payments of

The funds or assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the City's approval of the Application for such assistance or the award of this contract; or,
- B. The City's approval of the Applications for additional assistance or the award of additional contracts or change orders; or,
- C. Any other approval or concurrence of the City required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as CDBG program costs.



21. Contractors

- A. The City shall not enter into any agreement, written or oral, with any contractor without the prior determination that the contractor is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Contractors are defined as program operators or construction contractors who are procured competitively.
- B. An agreement between the City and any contractor shall require:
1. Compliance with the applicable State and federal requirements described in this Agreement, which pertain to, among other things, labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 2. Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
 3. Maintenance, if so required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
 4. Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit F.
- C. Contractors shall:
1. Perform the grant activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
 2. Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.
- D. Contractors shall comply with the requirements of the Drug-Free Workplace Act of 1988 and shall:
1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation,



possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the City within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

22. Periodic Reporting Requirements

During the term of this Agreement, the City must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of HCD. The Contractor shall provide information and documentation to the City, when and as requested, to enable to the City to fulfill these reporting requirements.

- A. Semi-Annual Financial and Accomplishment Report: Submit by January 31 and July 31.
- B. Annual Grantee Performance Report (GPR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- C. Annual Section 3 Reports: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- D. Annual Minority Owned Business/Women Owned Business (MBE/WBE) Report: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.



- E. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

23. Access

Access by the City, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor or any subcontractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i) (10).

24. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.



25. Debarment

The Consultant, and each of its subcontractors, shall certify that its organization, its affiliates, and any other principal person working or providing services under this Agreement have not been disbarred or suspended from participation in a transaction or conducting business with any Federal agency.

26. Procurement

The City will comply with the procurement provisions in 24 CFR 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, local and federally recognized Indian tribal governments. A summary of the applicable provisions, requirements, and contracting procedures of 24 CFR 85.36 is set forth in Exhibit G of this Agreement. The City and Contractor shall comply with all applicable provisions of 24 CFR 85.36 regardless of whether they are set forth, summarized, or otherwise referenced in Exhibit G or elsewhere in this Agreement.



EXHIBIT G Federal Procurement Requirements

24 CFR Part 85 sets forth federal administrative requirements that apply to local projects funded by federal grants to state and local governments. Those requirements apply to this Agreement and the procurement that is the subject hereof. The City's procurement procedures reflect applicable State and local laws and regulations, and conform to applicable Federal law and the standards identified in 24 CFR 85.36. Pursuant thereto, the City and Contractor shall comply with all administrative procedures set forth therein, including but not limited to the following:

1. Contractors are encouraged to consider use of Federal and excess and surplus property in lieu of purchasing new equipment whenever such use is feasible and reduces project costs.
2. The use of value engineering for capital projects is encouraged in all procurements to offer reasonable opportunities for cost reductions.
3. Contract award will only be made to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
5. If a party protests any action by the City in its procurement procedure, the protestor must exhaust all administrative remedies with the City before pursuing a protest with the appropriate Federal agency. Reviews of protests by the Federal agency will be limited to:
 - A. Violations of Federal law or regulations and the standards of § 85.36 (violations of State or local law will be under the jurisdiction of State or local authorities) and
 - B. Violations of the City's protest procedures for failure to review a complaint or protest.
6. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 85.36.
7. The City conducts procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in § 85.36 preempts State licensing laws. When contracting for architectural and engineering (A/E) services,



geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

8. Allowable procurement methods include the following:
 - A. Procurement by “small purchase procedures” may be used for procurements that do not exceed \$100,000. Price or rate quotations must be received from an adequate number of qualified sources.
 - B. Procurement by “sealed bid” (formal advertising) is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsive and responsible bidder.
 - C. Procurement by “competitive proposals” will be used for qualifications-based procurements of professional services. Contract award is to the responsible firm whose proposal is most advantageous to the City, with price and other factors considered. For procurement of architectural/engineering (A/E) professional services, contract award is to the most qualified competitor, subject to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services.
9. A Time and Materials Contract can be used only after a determination that no other contract is suitable. Any such contract shall have a not-to-exceed ceiling price that the contractor exceeds at its own risk.
10. The City desires to take all necessary affirmative steps to ensure that minority firms, women’s business enterprises, and labor surplus area firms are used whenever possible. The City and the Contractor, if subcontracts are to be let, shall take the following affirmative steps:
 - A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - B. Ensure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.