



**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

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ROAD COMMISSIONER
SURVEYOR
ENGINEER
PUBLIC TRANSIT
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
SANITATION DISTRICT No. 1

Los Molinos Storm Drain Master Plan

Request for Proposal

The Federal Housing and Urban Development (HUD) Agency provides funds to states to principally benefit low income people, eliminate slums and blight, and/or meet an urgent community development need. The California Department of Housing and Community Development (HCD) administer this funding to local jurisdictions through the Community Development Block Grant (CDBG) program. The County of Tehama has received CDBG Planning and Technical Assistance Grant funding to complete a storm drain master plan within the community of Los Molinos in Tehama County. The selected contractor shall conduct this work in accordance with state and federal laws and regulations as described in Exhibit A.

This RFP is for a master plan and preliminary design for a storm drain collection system in the community of Los Molinos. Los Molinos was developed over the past 100 years with limited infrastructure to collect and discharge excess stormwater. Localized flooding is a chronic problem in this area. The watershed is complicated by runoff from the Sierra Nevada foothills. This watershed was analyzed in 2007 in studies titled "Los Molinos Drainage Study, Existing Condition Flood Hydrology, Tehama County" and "Los Molinos Drainage Study, Hydraulic Assessment of Preliminary Drainage Facilities, Tehama County" by Pacific Hydrologic Incorporated. These studies determined the gross runoff from the foothills and sized outfall structures. One outfall is in construction with a connection point at the intersection of Grant Street and SR 99E. Two other outfalls are identified, however, funding is uncertain. It may be 5 to 20 years before other outfalls are constructed.

Project Requirements

Key components to this study are:

1. Detailed backwater analysis of Champlin Slough as identified as a recommended item from previous studies. The focused area should be between Tehama Vina Road and Sherman Street at all cross streets and structures. Analysis should consider backwater effects from Sacramento River which could extend analysis downstream beyond Sherman Street.
2. Hydrologic and Hydraulic Master Plan the Community Core Area. This area is generally bound by 99E at the west and Champlin Slough at the east, Grant Street at the north and Lincoln Street at the south.

The hydrologic and hydraulic analysis will need to identify and quantify deficiencies of the existing conditions and relative magnitude of these deficiencies, identify prioritized proposed conditions to adequately drain the study area. Both of these conditions will be incorporated into a comprehensive and dynamic surface water/storm sewer hydrologic and hydraulic model such as EPA SWMM, XP SWMM or PC SWMM. Preferably, a non-proprietary model with significant use history would be used. Said model will need to be calibrated for a more accurate representation of the physical condition.

a. Quantify existing conditions

- i. Consider previous studies for upper basin flows and outfall conditions
- ii. Study constructed outfall conditions
- iii. Delineate existing minor basins within study area (all high and low points). Basin sizes should generally be the contributing area for a single inlet or design point.

b. Proposed Conditions

- i. Determine appropriate outfall locations and capacity
- ii. Delineate drainage sub-basins within the stormwater basin. Each sub-basin shall consist of geographically contiguous lands that are characterized by uniform modeling characteristics and a shared path of discharge to another sub-basin or receiving stream.
- iii. Horizontal and vertical design of storm sewer system to adequately drain study area. Considerations with the design shall include
 - 1) Spread of flow
 - 2) Clogging factors
 - 3) Inlet capacity
 - 4) Surge conditions
 - 5) Overtopping/major event condition (id where surface water will flow)
- iv. Identify locations that show potential strategic value as detention, water quality, or controlled surge flood storage areas based on geography, ownership, capacity, land value and development potential. Evaluation of infiltration capacity shall be provided for at a minimum of 3 locations within the Core Area.
- v. Preliminary design of interceptor channel/ system to divert inflow drainage from the Los Molinos drainage area to the south as outlined in 3) below

- vi. Provide a prioritization list of which lines/inlet should be installed first, and rationalization for the selection.
3. Prepare a preliminary design for a Foothill Interceptor running along or adjacent to Tehama Vina Road with a discharging south into Toomes Creek or one of several sloughs south of Los Molinos.

In order to aid the preliminary and future final design of this system the project area shall be surveyed with the following minimum parameters:

1. Community Core Area. Road cross sections of each block between the intersections at a 100 foot interval and the intersections. Cross sections shall go from property line (generally fence) to property line at a maximum of 50 feet between points. The cross section information should include; fences, property line, flow line, shoulder, edge of pavement, centerline, etc. The survey shall include all found utility features on and between the cross sections. The survey shall include a minimum of 2 permanent control points per street block tied to State Plane Coordinates and NGVD 88. Survey shall also include elevations of Grant Street/SR99E stormdrain trunkline connection point and Orange Street inlets.
2. Foothill interceptor. Survey shall include road cross sections on Tehama Vina Road from Ricala Lane to Toomes Creek. Road cross sections of each block at a minimum 500 foot intervals including all high and low points with a control point set at each cross section location.

Deliverables

The selected consultant shall prepare a summary report signed by a licensed Civil Engineer. This report shall give a summary of findings, recommendations for the collection system, infiltration results, a table of control points and reduced copies of the exhibits below.

The consultant shall prepare AutoCad plots in 24 x 36 sheets which include:

1. Community Core Area in plan view showing property lines, control point layout and contours based on cross sections. Plot shall be made with and without a superimposed aerial. Plots shall also be provided in PDF format.
2. Community Core Area collection system in plan view showing preliminary location and sizes of pipes, culverts, inlets and catch basins. Elevations of inlets and catch basins with intersecting pipes shall be shown in a tabular format on the drawing. Plots shall also be provided in PDF format.
3. Typical Street Block Design. Plan and profile of a typical street block design generally showing location of pavement, collection infiltration system (pipes and inlets), path or sidewalk. Plots shall also be provided in PDF format.

Electronic Files

The consultant shall provide summary report in MS Word and PDF format, and all of the above files in with the model and paper space layouts in Autocad 2010 or newer format. A point data base file shall also be provided in PNEZD format TXT and Excel format. SMMM model and with existing and proposed scenario data files shall be provided.

County will provide

Parcel layer from GIS

Tehama County Land Development Standards in .pdf format

Pacific Hydrologic Incorporated Studies

As-Built from 99E safety project which constructed the Grant Street outfall.

Tentative Schedule

Advertise RFPs August 10 and 17, 2012

Proposals Due August 24, 2012

Award Contract September 11, 2012

Proposal Format

Please prepare your Proposal in accordance with the following requirements:

1. Proposal (excluding attachments and the transmittal letter) must not exceed 10 single sided 8 1/2" x 11" pages. The proposal includes a cover letter, proposal, and additional forms as described in the RFP.2. Transmittal letter describing your firm's interest and commitment to providing services. Please be sure to include your name, address, phone, fax, and email if available. The person authorized by the firm to negotiate a contract with the county must sign the cover letter. Address the cover letter to our office attention Tim Wood, Chief Deputy Director.
2. Introduction of the understanding of the RFP along with a detailed description of the work plan for providing the required services.
3. Provide a schedule to complete work by December 15, 2012.
4. Qualifications and Experience: The proposal should provide resumes with qualifications and experience of the Consultant team that will be available for providing the requested
5. Additional Relevant Information: Provide additional relevant information that may be helpful in the selection process such as a "hard copy" of a materials testing and recommendation for mix design, compaction rates, additives, etc. The work sample will not count against the 10 page proposal limit. Only one work sample should be included.

6. References: Provide at least three client references (names and current phone numbers) from recent work (previous three years) similar to this scope of services. Include a brief description of each project associated with the references and the role of each team member (references are not counted against the Proposal page limit).
7. Cost of the proposal shall be submitted in a separate sealed envelope. It shall include a cost and man-hour breakdown of the key tasks. A standard billing rate sheet shall also be included
8. Submittal of Proposal: Two bound and one unbound copy of the proposal package are due at the County Public Works office no later than the time and date specified below.

Evaluation

Proposals will be evaluated by County staff in the following areas:

1. Technical approach and understanding of the scope of this solicitation.
2. Technical qualifications and experience of Consultant
3. Ability to meet project deadlines, attend meetings, site visits and complete the project by December 15, 2012.
4. Consultant specific related experience with backwater and SWMM models
5. Cost effectiveness of proposal

General Condition

Interested parties should contact Tehama County Public Works at www.tehamacountypublicworks.ca.gov/engineering/projects.htm for proposal submittal requirements. Questions may be directed to Tim Wood at (530) 385-1462 extension 3016.

1. Limitations
This RFQ does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFQ.
2. Rejection of Proposals
The County reserves the right to reject any or all proposals.
4. Award
Successful firms will be required to participate in negotiations and to submit such pricing, technical or other revisions to their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from an economic and technical viewpoint.
5. Workscope Modifications
The County reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter into negotiations with any of the firm(s) regarding their submittal.
6. Consultant Services Agreement

A sample Consulting Services Agreement (including special conditions) is included in the attachments.

7. Non-Discrimination

Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of County contracts,

Please see the following attachment:

Sample Agreement (including specific conditions)

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
(Name of Consultant)

This agreement is entered into between the County of Tehama, through its Department of Public Works, ("County") and ----- ("Consultant") for the preparation of the Los Molinos Storm Drain Master Plan as described herein.

1. **RESPONSIBILITIES OF CONSULTANT**

During the term of this agreement, Consultant shall prepare the Los Molinos Storm Drain Master Plan and preliminary design for storm water collection facilities in accordance with the Special Provisions, and Scope of Work shown in Exhibits "B" & "C", provided with this agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Consultant for said services pursuant to Section 3 and 4 of this agreement and completed to the satisfaction of the County.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "D" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$-----. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate (*insert date*), unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Consultant fails to perform his/her duties to the satisfaction of the County, or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Consultant. Either party may terminate this agreement on 30 days' written notice. County shall pay Consultant for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director of Public Works.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically

acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Consultant shall, during the entire term of this agreement, be construed to be an independent Consultant and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Consultant, if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Consultant be eligible for any other County benefit.

10. **INDEMNIFICATION**

Consultant shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of Consultant's performance of work hereunder

or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Consultant shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Consultant shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Consultant's "independent Consultant" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Consultant shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Consultant or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Consultant specifically acknowledges that County has not affirmatively represented to Consultant in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Consultant hereby

specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

13. **NON-DISCRIMINATION**

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Consultant is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Consultant under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Gary B. Antone, Director
Tehama County Public Works Department
9380 San Benito Ave.
Gerber, CA 96035
Tel: 530.385.1462, Fax: 530.385.1189

If to Consultant: -----

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Consultant understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Consultant, or to perform such services with County's own forces, as County desires.

20. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through D, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

23. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for three (3) years from final project completion and the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State or Federal government representatives.
2. If the agreement requires the contractor to prepare reports or other documents add:
“Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.”
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

24. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Bob Williams, Chairman
Tehama County Board of Supervisors

----- **(Bold & Capital letters)**

Date: _____

Vendor Number

Approved as to form by
Tehama County Counsel

By: Arthur Wylene

Standard Form of Agreement – Services adopted 4-27-10

Exhibit A

INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Consultant, his/her agents, representatives, employees or subContractors. At a minimum, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Consultant and Consultant's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Consultant/Professional services standard agreement only)

If Consultant is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Consultant shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is

written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Consultant maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Consultant.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Consultant's liability to County and will be the sole responsibility of Consultant.

Primary Insurance Coverage

For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Consultant's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Consultant shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Consultant fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Consultant resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Consultant shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SPECIAL PROVISIONS

Exhibit B

**State and Federal Laws and Regulations
LABOR STANDARDS**

1. State Labor Standards Provisions

All contractors and subcontractors shall give the following certification to the Grantee and forward this certification to the Grantee within (10) days after the execution of any contract or subcontract.

- a) "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."
- b) "I am aware of the provisions of Section 3700 of the Labor Code which requires 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 will comply with such provisions before commencing the performance of the Work of this contract."
- c) "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontract shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime."

2. Federal labor Standards Provisions (Davis-Bacon and Related Acts)

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors and subcontractors of the Grantee engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3' 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeymen: provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relive the Grantee or any contractor/subcontractor of their obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

EQUAL OPPORTUNITY

1. The Civil Rights, HCD, Age Discrimination and Rehabilitation Acts Assurance:
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973, and all impending regulations.
2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Development, 24 CFR Part 135 and, will not let any contract unless the

Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sections specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract 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.
- b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contracts.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More:

Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity executive Order 11246), and the Standard Equal Employment Opportunity Construction Contract Specifications. Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and sub contracts. Grantee shall refer to Chapter V of the State CDBG Grant Management Manual or shall contact the State for further guidance regarding compliance with this requirement.

OTHER REQUIRED FEDERAL PROVISIONS

1. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary 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 Section 201(d) of said Act; and 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 Section 102 of said Act.

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, if such land is located in an area identified by the Secretary 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 USC 4001 et seq., provisions obligating 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 or acquisition or construction purposes under 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 by this Agreement.

2. Lead Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD lead-Based Paint Regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14 (f) thereof

3. Compliance with Air and Water Acts:

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

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- a) A stipulation by the contractor or subcontractor or subcontractor that any facility be utilized in the performance of any nonexempt contract or subcontract is not listed on the

List of Violating Facilities issued by the Environmental Protection Agency ~PA)
pursuant to 40 CFR 15.20.

- b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the contract, prompt notice will be given to any notification received from the Director, office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

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

4. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee shall comply with all lawful requirements of the State necessary to ensure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the State's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the State under Section 104(h) of the Housing and Community Development Act of 1974.

5. 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.

6. Interest of Members Officer or Employees of Contractors. Members of Local Governing Body. or Other Public Officials:

No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for Work to be performed in connection with the program assisted under the Agreement. The Grantee

shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

7. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HCD approval of the application for such assistance, or HCD approval of the applications for additional assistance, or any other approval of concurrence of HCD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HCD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.