

CONTRACT# 2017-CDBG-1702

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

CITY OF CAMAS

616 NE Fourth Ave, Camas, WA 98607

Program/Services Being Funded: NE Dallas Street Improvements
 Contract Period: Upon County Signature through October 31, 2018
 Budget Authority: \$292,648
 Funding Source: Fund 1939 - Community Development Block Grant
 DUNS Number: 103021895
 CFDA Number: 14.218

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Jim Hodges 360-817-7234 jhodges@cityofcamas.us	Cathy Huber Nickerson 360-834-2462 chuber@cityofcamas.us	Rebecca Royce 360-397-2075 x 7863 rebecca.royce@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the "County," and the City of Camas, hereinafter referred to as the "Contractor," agree to the terms of this Contract as well as the Clark County Department of Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the County's General Terms and Conditions are available at <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.


FOR CLARK COUNTY:

FOR CITY OF CAMAS:

 Jim Rumpeltes, Interim County Manager

 Scott Higgins, Mayor

APPROVED AS TO FORM ONLY:

DocuSigned by:

 12/5/2017
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 Amanda Migchelbrink
 Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2017-CDBG-1702
 CITY OF CAMAS**

STATEMENT OF WORK #1 Camas NE Dallas Street Improvements		
ITEM	FUNDING SOURCE	FUND AMOUNT
A	Clark County CDBG Fund: 1939 2017 Entitlement: \$227,648; Reprogrammed: \$65,000	\$292,648
B	City of Camas	\$380,302
C	Agency Match	\$72,050

ITEMIZED COST	TOTAL COST	A	B	C
Construction	\$672,950	\$292,648	\$380,302	
Engineer/Architect and Project Management	\$72,050			\$72,050
TOTAL PROJECT COST	\$745,000	\$292,648	\$380,302	\$72,050

Match is 60.7% (\$452,352 / \$745,000)

**STATEMENT OF WORK
CONTRACT #2017-CDBG-1702
CITY OF CAMAS**

1. PROJECT DESCRIPTION

This project consists of upgrading the water and sewer systems on NE Dallas Street between 17th and 21st Avenues in Camas, WA. The City of Camas Sewer Utility will pay for the replacement of 550 L.F. of new 8” PVC sewer main and eighteen new 6” sewer service laterals. The City of Camas Water Utility will pay for the installation of new copper water services to each residence, new water boxes and upgraded water meters.

CDBG funds will be used to remove the existing dilapidated asphaltic roadway and underlying material and install new underlying material and 3 inch asphaltic roadway. CDBG funds will also pay for new sidewalks and ADA ramps where none exist in the project area, along with sidewalks and driveways where installation of new water and sewer service will impact exiting facilities.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein, in the Contractor’s proposal, and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract.

1.1. Federal Award Identification:

Subrecipient Name	City of Camas
Subrecipient Unique Entity Identifier	DUNS Number 103021895
Federal Award Identification Number (FAIN)	B-17-UC-53-0006
Federal Award Date	07/01/17
Subaward Period of Performance	Upon County Signature – 10/31/18
Amount of Federal Funds Obligated for this Contract	\$292,648
Total Federal Funds Obligated to Subrecipient	\$292,648
Total Amount of the Federal Award	\$1,392,126
Federal Award Project Description	Street Improvements
Federal Awarding Agency	HUD
Pass-through Entity and Contact Name	Clark County; Michael Torres 360-397-2130
CFDA Number	14.218
CFDA Name	Community Development Block Grants/Entitlement Grants
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	None

2. CONTRACT PERIOD

2.1. Subject to its other provisions, the contract period is shown on the first page of this Contract. Services must be provided and billable costs incurred within the contract period.

2.2. The Contractor shall have an additional 30 days following the expiration of the

contract to submit reports and to complete non-billable end-of-contract activities.

3. FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public Facilities and Improvements, under the Low/Mod Income Area National Objective. The project is located in census tract 414, block group 1, which is 54.05 percent low-income.

4. BUDGET

- 4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Contract.
- 4.2. The Contractor shall apply the funds received from the County under this contract in accordance with the Budget Summary and the Statement of Work.

5. PAYMENT PROVISIONS

In addition to the payment provisions appearing in the Clark County Department of Community Services General Terms and Conditions, the following provisions shall apply:

- 5.1. The Contractor shall submit an invoice on a County-provided form. The invoice shall include a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. The Statement of Work contains details of the specific billable items for this Contract and some of the requirements in the General Terms and Conditions may not apply.
- 5.2. No administration costs are allowed under this Contract.
- 5.3. Match Requirements. When approximately 50% of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in-kind.

6. REPORTING

- 6.1. The Contractor shall submit quarterly progress reports. The reports shall be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.
- 6.2. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.

- 6.3. In addition to the records referred to in the Records Section of this Contract, the Contractor shall maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records shall be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
- 6.4. The Contractor shall provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
- 6.5. The Contractor shall perform all necessary and appropriate community information activities as directed by the County.
- 6.6. The Contractor shall report on funds used as leverage in the implementation of this program, and while match is not required, the Contractor is expected to carry out the objectives anticipated in the RFA. In the contract-end report, Contractor should report case sources and in-kind leveraging costs.

PROJECT SCHEDULE
CONTRACT #2017-CDBG-1702
CITY OF CAMAS

ACTIVITY	COMPLETION DATE
Engineering/Design and Bid Document Preparation	February 2018
Bid Invitation and Contractor Selection	April 2018
Construction Complete	July 2018
Project Close Out	October 2018

1. The Contractor shall meet the completion dates listed in the Project Schedule table above unless modified in writing by the County.
2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

**DELIVERABLES SUMMARY
CONTRACT #2017-CDBG-1702
CITY OF CAMAS**

DELIVERABLE	REFERENCE	DUE DATE
Monthly invoices	SOW §5	15 th day of each month
Submit project components	Special T&C §7	10 working days prior to requesting bids
CDBG construction sign	Special T&C §27	During construction
Permanent plaque	Special T&C §27	Prior to project completion
Quarterly progress reports	SOW §6	15 th day after the end of each quarter
Project completion documentation	SOW §6	Project completion
Sources and value of contributions (match) report	SOW §6	With invoice submission and at project completion
EEOC Form 164	Special T&C §29	Start of contract
Contractor transfer of any remaining CDBG funds	Special T&C §30	Contract expiration
Close-out financial, performance, and other reports	General T&C §7	30 days after contract expiration
E-Verify MOU and completion report	General T&C §16	Prior to starting work and contract expiration
Fiscal requirements	General T&C §19	Various
Proof of insurance	General T&C §22 Special T&C §16	At start of contract and thereafter during contract term

1. There may be additional deliverables in this contract which are not reflected here.
2. If there is a conflict between what appears in this Deliverables Summary and what is listed elsewhere in the contract, the terms and conditions elsewhere in the contract shall apply.

**SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT**

1. CDBG PROGRAM OVERVIEW

The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 C.F.R. Part 570. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Contract and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

2. ACCESSIBILITY

All building and construction work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities (Federal Register October 24, 2008 Page 63610 or 24 C.F.R. Part 100).

3. ACQUISITION AND RELOCATION

- 3.1. Any acquisition of real property for any activity assisted under this Contract which occurs on or after the date of the Contractor's submission of its CDBG application to the County shall comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 C.F.R. 42, as provided in 24 C.F.R. 570.606.
- 3.2. Any acquisition, demolition, or conversion to another use of real property assisted under this Contract shall comply with Section 104(d) of the Housing and Community Development Act of 1974 which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.
- 3.3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition of real property assisted under this Contract shall comply with Title II of the Uniform Act and the regulations at 24 C.F.R. 42. The Contractor shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 C.F.R. 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or

conversion of any housing unit when CDBG funds are involved.

4. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with federal, State of Washington and local laws, including, but not limited to, 28 C.F.R. Part 35, which provides comprehensive protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ANTI-LOBBYING

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the following shall apply:

This anti-lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. CONFLICT OF INTEREST

6.1. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.

6.1.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

6.1.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

6.2. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Contract.

6.3. The general rule is that no persons described in Section 6.2 who exercise or have

exercised any functions or responsibilities with respect to activities assisted under this Contract, 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 an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

7. CONSTRUCTION DOCUMENTS

- 7.1. The Contractor shall submit to the County all project components that shall be paid with CDBG funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to requesting bids for construction.
- 7.2. All specifications and drawings shall be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
- 7.3. Any change in the scope of the project shall require a modification of this Contract.
- 7.4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
- 7.5. If construction is paid with HUD funds, the Contractor shall appropriately bid, award the contract, and contract for construction of the project. The Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvements generally described in this Contract.
- 7.6. If improvements are paid with HUD funds and in the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
- 7.7. The Contractor shall provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

8. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination policies, to the extent that they are applicable to this Contract. This includes Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of

1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; and titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

9. DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- 9.1. Clark County Department of Community Services General Terms and Conditions, as now established or hereafter amended
- 9.2. Contractor's proposal for CDBG funds
- 9.3. CDBG Program Policies and Procedures, as now established or hereafter amended
- 9.4. Current version of HUD income limits
- 9.5. Environmental Review Record (ERR) for the project (if applicable)
- 9.6. U.S. Department of Housing and Urban Development Community Development Block Grant B-17-UC-53-0006, as now established or hereafter amended
- 9.7. All applicable federal administrative requirements including 2 C.F.R. Part 200

10. ENVIRONMENTAL REVIEW

- 10.1. Upon release of project-related funds by HUD pursuant to 24 C.F.R. Part 58 (NEPA Environmental Review Procedures), no choice-limiting actions on the project shall occur without a fully-executed contract.
- 10.2. National Environmental Policy Act and Related Laws and Authorities as Implemented.

Clark County shall complete an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 C.F.R. §58). The ERR is made part of this Contract by reference. The Contractor shall ensure that all activities related to this Contract (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.

- 10.3. In the event of an inadvertent discovery of potentially significant archaeological materials (bones, shell, stone tools, hearths, etc.) and/or human remains during

project activities, all work in the immediate vicinity should stop, the area must be secured, and the discovery must be reported to the Department of Archaeology and Historic Preservation (DAHP) (360-586-3056) and all relevant Native American tribes. In the event human remains are identified, local law enforcement, the county medical examiner, State Physical Anthropologist at DAHP (360-586-3534), the Clark County planning office, and the affected Tribes should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Contractor shall include this language in its contract with its selected General Contractor.

- 10.4. In the event that environmental mitigation measures are required by the environmental review process, the Contractor shall include the requirements within the construction contract between the Contractor and its selected General Contractor.

11. FAIR HOUSING AND NON-DISCRIMINATION

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the following shall apply:

- 11.1. The Contractor shall comply with all local, State of Washington and Federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
- 11.2. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

12. FAITH-BASED ACTIVITIES

The Contractor shall comply with the requirements of 24 C.F.R. 570.200(j) and shall ensure that funds provided under this Contract shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

13. FEES

Contractor shall not charge servicing, origination, or other fees for the cost of administering this program.

14. HUD SECTION 3 CLAUSE (required by 24 C.F.R. 135.38)

This section applies only if the total contract amount is \$200,000 or more.

- 14.1. 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.
- 14.2. 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.
- 14.3. 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 shall 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.
- 14.4. 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 shall 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.
- 14.5. The Contractor shall 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.
- 14.6. 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.
- 14.7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education

Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under 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).

15. INSURANCE

In addition to the insurance provisions appearing in the Clark County Department of Community Services General Terms and Conditions, the following provisions shall apply if this contract shall be used to fund construction activities:

- 15.1. At the execution of this contract, Contractor shall provide proof of statutory workman's compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor shall defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
- 15.2. The Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain a professional Errors and Omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project.
- 15.3. The Contractor shall purchase and maintain fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
- 15.4. Contractor shall provide evidence of continuing coverage during the overlap periods of the policy and notify the County of any change in its insurance.
- 15.5. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
- 15.6. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor

may be held up or suspended until coverage with an additional insured endorsement is reestablished.

- 15.7. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County, and shall be in an amount not less than the amount of CDBG funds provided under this agreement.
- 15.8. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.
- 15.9. National Flood Insurance: The Contractor may not receive CDBG funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR 1 and 24 CFR 92.352).
- 15.10 Contractor is not required to provide fidelity and professional liability insurance.

16. LABOR STANDARDS

- 16.1 The Contractor shall require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, 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 relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.
- 16.2. Washington state law, RCW 39.12, also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wages. The Contractor shall be responsible for the payment of prevailing wages if applicable. The Contractor, by its signature on this agreement, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.

17. LEAD-BASED PAINT

Housing assisted with CDBG funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 C.F.R. 35.

18. NONDISCRIMINATION

- 18.1. The Contractor shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 C.F.R. 570.601.
- 18.2. The Contractor shall not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).
- 18.3. The Contractor shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 - 3639). The Contractor's website shall contain a link to the County's Fair Housing information:
- <http://www.clark.wa.gov/commserv/fairhousing/index.html>.
- 18.4. In all solicitations under this Contract, the Contractor shall state that all qualified applicants shall be considered for employment. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- 18.5. The Contractor shall not discriminate against any employee or applicant for employment in connection with this Contract because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive

Order 11246, as amended.)

- 18.6. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)
- 18.7. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the Contract with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. Said information can be found in the HUD 928.1 notice which is readily available online and in Section 504 of the Rehabilitation Act of 1973.
- 18.8. Violence Against Women Reauthorization Act of 2013: The Contractor shall bar eviction and termination due to a tenant's status as a survivor and require landlords to maintain survivor-tenant confidentiality. The Contractor shall not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence based solely on criminal activity related to an act of domestic violence committed against them. The Contractor shall allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a tenant or lawful occupant. If the victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. This protection is for victims, affiliated individual, or intimate partner of sexual assault, domestic violence, dating violence, or stalking. Violence Against Women Reauthorization Act of 2013 (Public Law 113-4, 127 Stat. 54).

19. OPERATIONS AND MAINTENANCE

- 19.1. The Contractor shall maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Clark County General Terms and Conditions.
- 19.2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation and shall not charge a fee that would restrict low-income persons from using the facility.

20. ORDER OF PRECEDENCE

- 20.1. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - 20.1.1. Applicable federal statutes and regulations including the current version of HUD income limits and Fair Market Rent Limits
 - 20.1.2. State statutes and regulations
 - 20.1.3. Statement(s) of Work, including any exhibits
 - 20.1.4. Special Terms and Conditions
 - 20.1.5. CDBG Program Policies and Procedures, as now established or hereafter amended
 - 20.1.6. Clark County Department of Community Services General Terms and Conditions, as now established or hereafter amended
 - 20.1.7. Contractor's proposal for CDBG funds
 - 20.1.8. Any other material incorporated herein
- 20.2. Where a term of this section conflicts with a term in the General Terms and Conditions, this section controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

21. PROCUREMENT STANDARDS

- 21.1. This project has been recommended for funding by the Urban County Policy Board based on information supplied in the Contractor's CDBG application submitted in response to the Clark County 2017 CDBG Program RFA.
- 21.2. In awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor shall comply with the Uniform Administrative Requirements as described in 24 C.F.R. §92.504 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.
- 21.3. If requested by the County, a cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar

indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

- 21.4. Contractor shall follow the requirements in 2 C.F.R. Part 200 and requirements described in the Clark County Community Development Block Grant Program Procedures Manual.

22. PROGRAM INCOME

22.2 The Contractor shall follow the requirements of 24 C.F.R. 570.500 and 504 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with each voucher request, disbursed first, and disbursed primarily for the benefit of the project(s) funded by this Contract. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Contract. Program income remaining when the Contract expires, or received after the Contract's expiration, shall be repaid to the County.

22.3 Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a CDBG financed activity, subject to state and federal record retention schedules.

23. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the following shall apply:

23.1. The Contractor shall not use program funds or identify program funds in a manner supporting any partisan or nonpartisan political activity, or for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.

23.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.

23.3 The Contractor agrees that no funds provided, nor personnel employed under this contract shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

24. PROJECT ADMINISTRATION AND COORDINATION

The project shall be coordinated by Contractor staff and in compliance with 24 C.F.R.

570.502 (Applicability of uniform administrative requirements). The Contractor shall perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Contract. The Contractor shall be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Contract.

25. PROPERTY MANAGEMENT

The Contractor agrees that any real property, equipment or supplies purchased wholly or in part with program funds shall be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (Use of real property), 24 CFR 85.32 (Equipment), and 24 CFR 85.33 (Supplies).

26. PUBLICITY

26.1. Contractor shall not publish or use any advertising or publicity materials in which the U.S. Department of Housing and Urban Development or Clark County's name is mentioned, or in which language is used which may reasonably be inferred or implied, without the prior written consent of the County.

26.2. In all news releases and other public notices related to projects funded under this Contract, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.

26.3. For all construction projects, the Contractor shall erect a durable and adequately visible sign at all construction sites identifying the source of funds. Sign specifications may be found in the Clark County CDBG Procedures Manual.

26.4. For all construction projects, the Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

27. RECORD RETENTION

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the following shall apply:

27.1. In the event the Contractor sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County.

27.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.

28. REQUIRED RECORDS

The Contractor shall maintain all records identified below and in accordance with 24 C.F.R. 570.506:

- 28.1. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 28.2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- 28.3. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- 28.4. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.
 - 28.4.1. Name of the household or person assisted;
 - 28.4.2. Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
 - 28.4.3. Racial/ethnic data (White, Black/African American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
 - 28.4.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
 - 28.4.5. Gender data;
 - 28.4.6. Female head of household; and
 - 28.4.7. Disability
- 28.5. The Contractor shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.

- 28.6. Unless waived by the County in writing, the Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.
- 28.7. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.
- 28.8. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
 - 28.8.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - 28.8.2. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - 28.8.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - 28.8.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
 - 28.8.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
 - 28.8.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - 28.8.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
 - 28.8.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
 - 28.8.9. Settlement Cost Reporting Statement - A copy of the statement.
 - 28.8.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
 - 28.8.11. Ninety Day Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
 - 28.8.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance

and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.

- 28.9. Miscellaneous - Such other records as may be required by the County and/or HUD.

29. REVERSION OF ASSETS

Upon expiration of this Contract, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- 29.1. Used to meet one of the national objectives in 24 C.F.R. 570.208, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the County; or
- 29.2. Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

30. TERMINATION

- 30.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 30.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 30.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 30.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar day's written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred

prior to the date of termination in accordance with the terms hereof.

30.3. Upon termination of this Contract any unexpended balance of Contract funds shall remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

30.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

31. TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183 also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted for by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.