

# **SB Hope Campus, San Bernardino, CA**

## **INTERIM HOUSING FACILITY/HOMELESS SHELTER**

SUBMITTED BY:



October 17, 2024

**PREPARED FOR:**

City of San Bernardino  
ATTN: Michelle Parra, Buyer  
290 N D St,  
San Bernardino, CA 92401

**SUBMITTED BY:**

Mandeville Modular, llc  
39516 30th St E,  
Palmdale, CA 93550

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RE: Response to SB Hope Campus RFP# F-24-1019

To Whom It May Concern:

On behalf of Mandeville Modular, we are pleased to present our proposal for the development of the San Bernardino Hope Campus, a critical initiative aimed at addressing the pressing issue of homelessness in the City of San Bernardino. This project represents a significant opportunity to leverage our expertise in modular building services to create a state-of-the-art interim housing facility that will provide essential services and support to homeless individuals in the community.

The City of San Bernardino, a full-service city with a population of approximately 218,500, is strategically located at the convergence of the I-10, SR-210, and I-215 highways. This central location has historically made San Bernardino a hub for goods movement in Southern California, dating back to 1875 when the Southern Pacific and Santa Fe Railroads reached the city. Today, the city continues to play a pivotal role in regional transportation, being home to the BNSF Intermodal Facility and San Bernardino International Airport.

The San Bernardino Hope Campus is situated on a 2.5-acre city-owned parcel at 796 E. 6th Street, previously utilized as the School of Hope. The project site currently encompasses three buildings, which will be repurposed to accommodate 180 congregate enclosed sleeping spaces and 20 private sleeping pods with attached restrooms. Essential amenities will include shower and restroom facilities, a cafeteria with a commercial kitchen, administrative offices, laundry facilities, parking, trash enclosures, bike storage, unit lockers, and an animal kennel. Compliance with the Americans with Disabilities Act (ADA) and other relevant federal, state, county, and city laws is mandatory.

The project aims to be completed by November 2025, with a budget not exceeding \$14.8 million. The funding sources for this project include Community Development Block Grants (CDBG), the American Rescue Plan Act (ARPA), Home-ARP, and General funds. It is imperative that all proposals adhere strictly to state and federal funding guidelines and requirements.

Mandeville Modular is uniquely positioned to deliver this project successfully. Our extensive experience in modular building services, combined with our commitment to expedited project delivery and widespread experience working with the city of Los Angeles on their HOPE projects, makes us an ideal partner for the City of San Bernardino. We understand the importance of a comprehensive proposal that details our qualifications, proposed concepts, cost estimates, schedules, and alignment with funding requirements.

# 1

## EXECUTIVE SUMMARY

Our approach includes providing a schedule that highlights major milestones from design to the certificate of occupancy. We will utilize our in-house architectural and engineering team to ensure that all design and construction elements meet the highest standards. Additionally, we will contract directly with civil, and MEP, to deliver a full project Construction Documents (CD) Package for submission to both the City and the State for review and approval.

Mandeville Modular is committed to acting as an advocate for the City, representing the best interests of the owner in the performance of services and modular building quality. We recognize that the development of the San Bernardino Hope Campus is a top priority for the City, and we are dedicated to ensuring its successful completion within the specified timeline and budget.

In conclusion, our goal is simple: to deliver a building that you're proud of as we are - a building that brings positive change to the community around it. We are confident that our expertise, combined with our commitment to quality and efficiency, will result in a facility that meets the needs of the community and provides a safe, supportive environment for its residents. We look forward to the possibility of partnering with the City of San Bernardino to bring the San Bernardino Hope Campus to fruition.

Sincerely,



Heith Bibby  
Founder



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# 3

## IDENTIFICATION OF PROPOSER

- **Legal Name & Address of Company**

Mandeville Modular, a California Corporation  
39516 30th St E, Palmdale, CA 93550  
(888) 662-8458

- **Legal form of company**

Corporation

- **Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.**

Heith Bibby  
Founder & Owner  
39516 30th St E, Palmdale, CA 93550  
Phone: (562) 661-9149  
Email: [hbibby@mandevillemodular.com](mailto:hbibby@mandevillemodular.com)

- **California Manufacturing License Number**

MF1594154

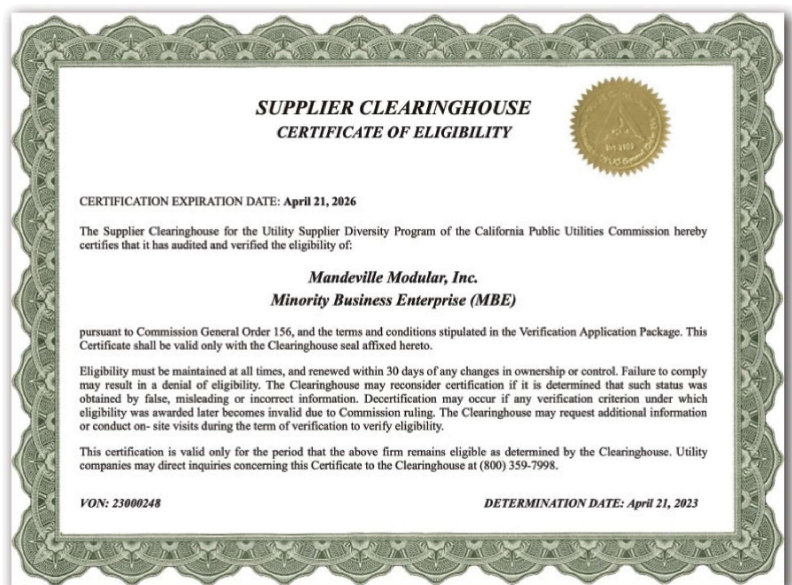
*Mandeville Modular, Inc. has been recognized as a certified Minority Business Enterprise (MBE). This certification, backed by the Clearinghouse seal, is a testament to Mandeville Modular's commitment to diversity and inclusivity. The Verification Order Number 23000248, dated April 21, 2023, underscores the team's dedication to maintaining the highest standards of business practice.*



California Department of  
Housing and Community Development  
C&S OS

**Occupational License Detail - Manufacturer**

License Number: MF1594154  
License Name: MANDEVILLE MODULAR INC  
Status: Active  
Original Issue Date: 12/28/2021  
Expiration Date: 12/31/2025  
Business Name: MANDEVILLE MODULAR INC  
DBA Name:  
Main Location: 39516 30TH ST EAST, PALMDALE, CA 93550  
Participating Person: \* BIBBY, HEITH , Director  
Additional Location: 10207 ELM AVE, FONTANA, CA 92335



**SUPPLIER CLEARINGHOUSE  
CERTIFICATE OF ELIGIBILITY**

CERTIFICATION EXPIRATION DATE: April 21, 2026

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

**Mandeville Modular, Inc.  
Minority Business Enterprise (MBE)**

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

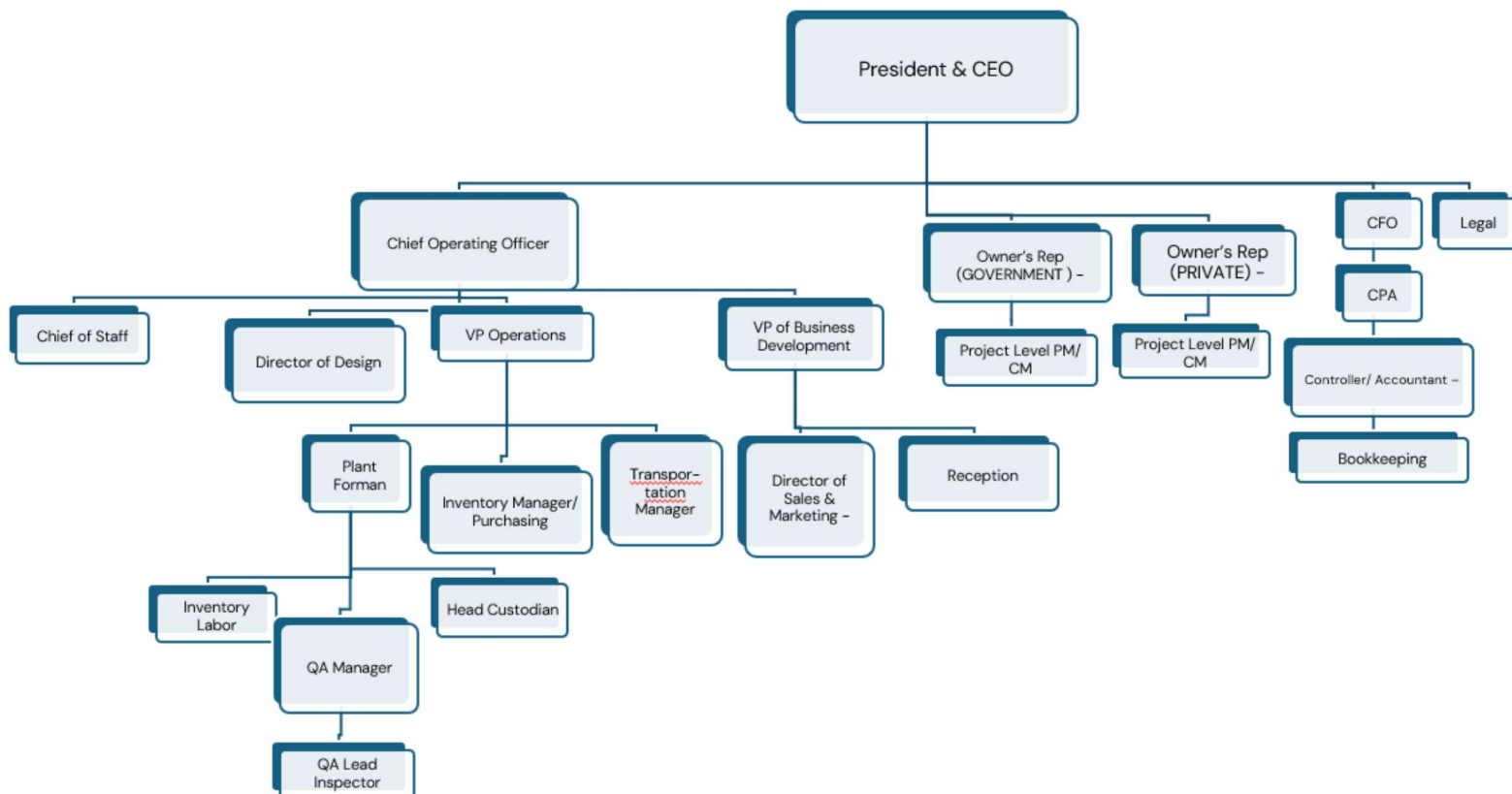
This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 23000248 DETERMINATION DATE: April 21, 2023

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## STAFFING RECOURSES



## Mandeville Modular - OWNERSHIP INFORMATION

NAME

HEITH BIBBY

TITLE

PRESIDENT &amp; CEO

**Education**

Cal State – Dominguez Hills  
Bachelor of Science

**Industry & Community Involvement**

National Minority Supplier Development Council  
Member

Antelope Valley Partners for Health  
Contributor / Volunteer

**EXECUTIVE BIOGRAPHY**

Heith has been actively involved in the construction industry since 1990 having served in both the public and private sectors.

He has extensive multi-disciplinary experience in residential and mixed-use developments, civil infrastructure improvements, public works facilities and commercial building construction and medical facilities.

His expertise includes program definition, bid solicitation, contract and schedule administration, architectural and engineering management, constructability reviews, value engineering analysis and public utility regulatory matters.

## Mandeville Modular - OWNERSHIP INFORMATION

NAME

RICHAR LOPEZ

TITLE

PRODUCTION MANAGER



## EXECUTIVE BIOGRAPHY

Richard is a highly skilled Floor Production Manager at Mandeville Modular, Inc., with over 24 years of combined experience in construction, including 14 years in traditional stick building, 6 years in panelized fabrication, and 4 years in volumetric steel modular production.

His expertise in managing floor production processes ensures seamless operations, precise execution, and high-quality output. Richard excels in coordinating teams, optimizing workflows, and overseeing quality control measures to meet project deadlines and maintain Mandeville Modular's standards of excellence in modular construction.



## Mandeville Modular - OWNERSHIP INFORMATION

NAME

JARRED BIBBY

TITLE

DIRECTOR OF DESIGN

**Education**

College of the Canyons  
Bachelor of Arts

## EXECUTIVE BIOGRAPHY

Jarred is an accomplished Design Director at Mandeville Modular, Inc., bringing multiple years of experience in architectural design, project management, and innovative modular solutions.

His expertise lies in developing creative and functional design concepts tailored to volumetric steel modular construction, ensuring high-quality and cost-efficient results.

Jarred's leadership has been instrumental in guiding multidisciplinary teams through complex design projects, fostering collaboration, and delivering on client expectations while maintaining Mandeville Modular's reputation for excellence in design and functionality.

## Mandeville Modular - OWNERSHIP INFORMATION

NAME

SETH HAGUE

TITLE

PROJECT MANAGMENT

**Education**

University of Oregon  
Bachelor of Science

University of London  
Bachelor of Science, Public  
Relations

**Industry & Community Involvement**

Urban Land Institute  
Member

Association of Corporate Growth –  
Seattle Chapter  
Member

Extended Stay Lodging Association  
Member

**EXECUTIVE BIOGRAPHY**

Short for the Latin phrase Magnum Ambitio, or “Big Ambition,” Mag-Amb Development is a real estate investment company that sponsors and partners with industry leaders to acquire and develop best-in-class real estate assets while serving and the day-to-day project management, analyst, and capital markets advisement and sourcing.

The Mag-Amb portfolio and pipeline includes a mix of hospitality, affordable and workforce housing throughout the Western US. leveraging volumetric modular construction methodologies, Mag-Amb has been able to create incremental value to its investors through expediting construction timelines, mitigating overall risk profiles, and providing cost-efficient alternatives to secondary and tertiary markets where labor is a significant factor.

Prior to starting Mag-Amb Development, Seth spent the greater part of the last decade in the third-party hotel management space with groups such as Evolution Hospitality, Aimbridge, Hospitality, and TPG Hotels and Resorts where he oversaw the marketing, ecommerce, and market positioning of full service and independent hotels for hotels such as L’Auberge de Sedona, Tetra Hotel, Hotel Erwin, The Nantucket Resort Collection, and InterContinental Hotel Kansas City.

Seth grew up on the Oregon Coast in Seaside, OR – home of the movie ‘Goonies’ and enjoys watching/playing every sport under the sun. He is also a drummer, hiker, self-proclaimed foodie, craft beer connoisseur, real estate nut, and avid Oregon Duck fan.

## Subcontractors

### Tavares & Associates

We offer over 45 years of experience in structural design across all facets of construction in any material. Our specialties include structural steel, concrete, wood frame, light gauge steel, aluminum and fiberglass structures. We currently hold professional engineering licenses in 45 states and are heavily involved with the design of pre-engineered, modular and panelized building systems as well as emerging construction technologies. We have been active in pursuing these new technologies and can help with ICC code approvals, finite element analysis and develop testing protocol.



#### Project Details

Area: 16,000 sf.  
Stories: 4 Stories  
Modules: 96 Mods  
Start Date: Upcoming  
Completion: Upcoming

#### Project Profile

**Hope on Broadway**  
Los Angeles, CA

Hope on Broadway Apartments is a planned 49-unit apartment complex located in the City of Los Angeles. It will be a 4-story building built over concrete podium utilizing steel-module type IIB construction. The units will all be reserved to serve the chronically homeless in Los Angeles. Plans are in progress, and construction is expected to begin by late Summer 2020.



R&S Tavares Associates, Inc.  
11590 W. Bernardo Ct.  
Suite 100  
San Diego, CA 92128  
(858) 444-3344  
[ralph@rstavares.com](mailto:ralph@rstavares.com)



#### Project Details

Area: 7,680 sf.  
Stories: 4 Stories  
Modules: 29 Mods  
Start Date: Upcoming  
Completion: Upcoming

#### Project Profile

**Hope on Bronson**  
Los Angeles, CA

Hope on Hyde Park is a slated development of eight market-rate luxury units in Los Angeles utilizing steel modules over a concrete podium deck. The project is currently in permitting.



R&S Tavares Associates, Inc.  
11590 W. Bernardo Ct.  
Suite 100  
San Diego, CA 92128  
(858) 444-3344  
[ralph@rstavares.com](mailto:ralph@rstavares.com)

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## Summary

Update your information with D-U-N-S® Manager

Report as of: 09-24-2024

### MANDEVILLE MODULAR, INC.

ACTIVE

SINGLE LOCATION

Address: 39510 Middleton St, Palmdale, CA, 93551, UNITED STATES

Alerts:

## SCORES AND RATINGS

Max. Credit  
Recommendation ⓘ

US\$ 45,000

PAYDEX® Score ⓘ

80

LOW RISK

Delinquency Predictor  
Percentile ⓘ

97

LOW RISK

Financial Stress  
Percentile ⓘ

49

MODERATE RISK

Supplier Evaluation  
Risk Rating ⓘ

2

LOW RISK

## COMPANY PROFILE



D-U-N-S  
05-903-7712

Mailing Address  
United States

Employees  
19

Business Form  
Unknown

Telephone  
(562) 661-9149

Age (Year Started)  
4 years (2020)

Date Incorporated  
August 28, 2020

Named Principal  
HEITH BIBBY, PRES

State of Incorporation  
California

Line of Business  
Engineering services

Ownership  
Not publicly traded

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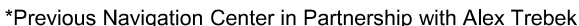
Mandeville Modular will leverage its 20 years of industry experience, coupled with the technical expertise honed through completing six Hope Transitional Housing projects and four Navigation Centers for the city of Los Angeles over the past five years, to successfully deliver the Hope Campus Navigation Center for the city of San Bernardino.

Our vast experience in volumetric modular construction enables us to streamline the design, manufacturing, and installation processes, ensuring timely delivery and cost-effective solutions. The lessons learned from our previous projects, especially in managing complex logistics and quality control, will be pivotal in executing this project with minimal disruption to the surrounding community.

Each phase of the Hope Campus project, from conceptualization to completion, will be supported by our dedicated team, whose expertise spans engineering, production, and on-site assembly. Our ability to adapt to varying project demands while maintaining high standards of safety, durability, and sustainability is proven by our success with similar projects, such as the transitional housing for vulnerable populations and the navigation centers designed to meet specialized needs.

For San Bernardino's Hope Campus, Mandeville Modular will utilize its advanced modular technology to accelerate the build time without compromising on quality, ensuring a rapid deployment of vital housing and service infrastructure that is both scalable and flexible to future needs.





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**I. Overview of Approach**

Mandeville Modular, Inc. (MMI) is committed to delivering innovative, high-quality modular construction services aligned with the City's goals of efficiency, sustainability, and cost-effectiveness. We will leverage our expertise in volumetric modular construction to meet the project's objectives while ensuring compliance with all applicable regulations and requirements. Our approach includes detailed project management, streamlined communication, and a robust quality control process to guarantee the timely and successful completion of the project.

**II. Scope of Services**

The scope of services, as outlined in Exhibit "A," includes designing, fabricating, and delivering modular units that meet the City's functional and aesthetic goals. This also involves managing construction site logistics, installing the modules, and ensuring proper connections to utilities and infrastructure. MMI will take responsibility for all project phases, from pre-construction to final installation and occupancy, including the following key services:

- **Pre-construction Planning:**
  - Review of project requirements, including regulatory compliance.
  - Collaboration with City representatives to finalize design specifications.
  - Value engineering to optimize project cost without sacrificing quality.
- **Design and Engineering:**
  - Architectural design and engineering services for modular units.
  - Integration of energy-efficient systems and sustainable building practices.
- **Modular Fabrication:**
  - Offsite fabrication at MMI's facility, reducing onsite construction time.
  - Utilization of high-quality materials to ensure durability and performance.
- **Site Preparation and Installation:**
  - Site grading, utility connections, and foundation work in advance of modular delivery.
  - Delivery and installation of modular units.
  - Final inspection and connection of modules.
- **Post-installation Services:**
  - Quality assurance and final inspections.
  - Commissioning and handover to the City.

### III. Goals of the City

To ensure MMI's approach aligns with the City's goals, the following objectives will guide our technical and management strategy:

1. **Timely Delivery:** MMI will adhere to a strict project schedule with well-defined milestones, ensuring that deliverables are completed on time.
2. **Cost Efficiency:** We will implement cost-saving measures by utilizing advanced modular construction methods and optimized resource management.
3. **Sustainability:** The project will incorporate green building techniques, energy-efficient systems, and materials that meet LEED standards.
4. **Community Engagement:** MMI will engage with local stakeholders to ensure that the design and construction reflect the needs and preferences of the community.

### IV. Project Management Approach

MMI will employ a structured project management approach to ensure that all aspects of the project are delivered as planned:

- **Project Manager:** A dedicated project manager will serve as the single point of contact for the City, overseeing all stages of the project.
- **Communication Protocols:** Regular updates, reports, and meetings with City representatives will keep all stakeholders informed.
- **Risk Management:** MMI will conduct risk assessments at each stage of the project to identify potential challenges and develop mitigation strategies.
- **Quality Assurance:** A comprehensive quality control plan will be implemented at every phase to ensure compliance with specifications and standards.

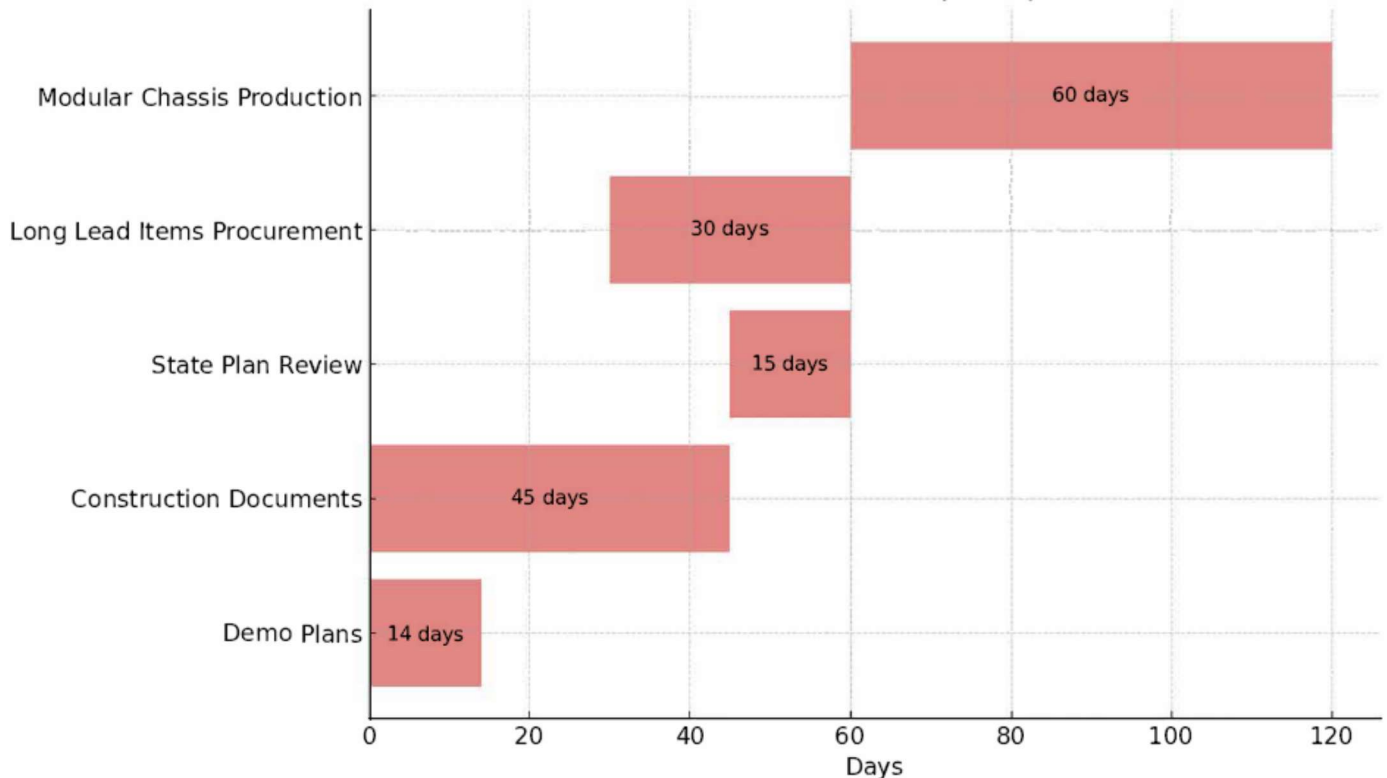
## V. First-Year Schedule of Tasks, Milestones, and Deliverables

The following draft schedule outlines the key tasks, milestones, and deliverables for the first year of the project. This schedule will be adjusted as needed based on the City's specific requirements and project conditions.

### Month 1-2: Pre-Construction Planning

- Task: Kickoff meeting with City stakeholders.
- Task: Finalize project scope and contract terms.
- Task: Complete site survey and analysis.
- Milestone: Submission of finalized project design and timeline.
- Deliverable: Comprehensive project plan, including design specifications and cost estimates.

Mandeville Modular Prelim Schedule 120 Day Snapshot



### Month 3-4: Design and Engineering

- Task: Develop architectural and engineering designs for modular units.
- Task: Submit designs for City approval.
- Milestone: City approval of design plans.
- Deliverable: Approved architectural and engineering plans.

# 7

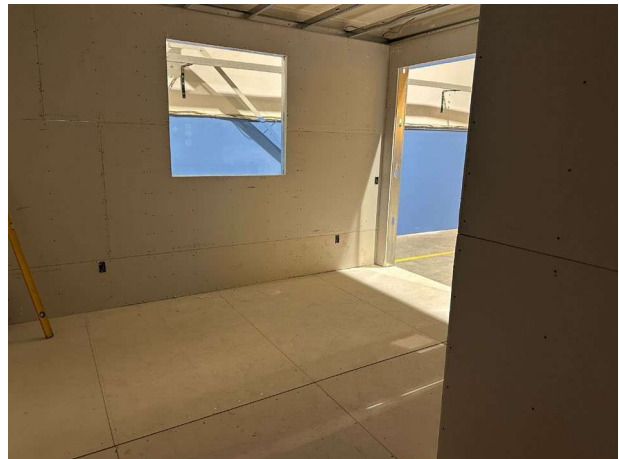
## PROPOSED METHOD TO ACCOMPLISH THE WORK

### Month 5-6: Site Preparation and Permitting

- Task: Obtain necessary building permits and approvals.
- Task: Begin site grading, utility installations, and foundation work.
- Milestone: Site readiness for modular installation.
- Deliverable: Permits obtained and site prepared for modular delivery.

### Month 7-9: Modular Fabrication

- Task: Manufacture modular units at MMI's offsite facility.
- Task: Conduct quality inspections and ensure compliance with City standards.
- Milestone: Completion of fabrication of all units.
- Deliverable: Factory-built modules ready for delivery.



### Month 10-11: Delivery and Installation

- Task: Transport modular units to the site.
- Task: Install units and complete utility hookups.
- Milestone: Completion of modular installation.
- Deliverable: Fully installed and connected modular structures.



### Month 12: Final Inspections and Handover

- Task: Conduct final inspections and ensure all punch list items are addressed.
- Task: Complete final quality checks and commission systems.
- Milestone: Certificate of occupancy obtained.
- Deliverable: Handover of completed project to the City.



**VI. Additional Recommendations**

While reviewing the scope of services, MMI has identified potential areas for enhancement:

- 1. Incorporation of Smart Technology:** Integrating smart building systems can provide the City with long-term cost savings in energy use and building maintenance.
- 2. Enhanced Community Spaces:** Modular construction allows flexibility in design. MMI can add or adapt community areas that align with the City's vision of fostering public engagement.

By following this technical and management approach, Mandeville Modular, Inc. is confident in delivering a project that meets the City's expectations in a timely, cost-effective, and sustainable manner.



**166 S Alvarado St - Hope on Alvarado**  
3 over 1 podium; 84 Units



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Description	Total Cost	\$/SF
Architecture, Structural Engineer, Civil, MEP	\$685,045	\$16.31
CASP Design and Review	\$48,500	\$1.15
Project Management	\$105,000	\$2.50
Volumetric Modular Units	\$7,938,000	\$189
<b>Total Estimated Cost</b>	<b>\$8,776,545</b>	

\*Numbers Subject to Change.

\*Estimates are based on a 42,000 GSF Navigation Center.



**13218 Avalon Blvd - Avalon Apartments**  
55-units; three-story walk up

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MANDMOD-01

POKRA1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fiscus Commercial Insurance Services, Inc. 1164 Road Runner Way Simi Valley, CA 93065		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (805) 523-8600 FAX (A/C, No): (805) 523-8611 E-MAIL: certs@fcisonline.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	
		INSURER B: Insurance Company of the West	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKLVSBC006561	6/17/2024	6/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HNOA LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WSA 5070953 01	4/20/2024	4/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 HNOA LIABILITY as referenced above refers to Hired Auto Liability and Non-Owned Auto Liability

## CERTIFICATE HOLDER

Bidding & Illustration	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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Bonding Capacity up to \$14,000,000 subject to Finalized Budget and Contract Draft from City of San Bernardino

Bond Number	PB11562508199 - \$1,000,000
Principal Name	Mandeville Modular, Inc.
Net Due	\$1000
Renewal Term Length	8/1/2024 - 8/1/2025
Bond Type	Arizona – Manufacturing / Modular

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- 5** FISCAL STABILITY
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- 7** PROPOSED METHOD TO ACCOMPLISH THE WORK
- 8** FEE PROPOSAL
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- 10** LITIGATION
- 11** OTHER INFOMRATION
- 12** CERTIFICATION OF PROPOSAL
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**\*\*NOT APPLICABLE\*\***



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## Community Involvement



Address  
4083 W. Ave L #370, Lancaster, CA 93536



Office Hours  
Monday - Friday 8AM-4PM

Leadership What we do Resources Career Opportunities Form Violence Prevention Programs Get Connected Halloween 2024 Contact Us



## Mission and Vision

AVPH's mission is to educate, strengthen and advocate for the community through services and partnerships, achieving optimal health and quality of life for all people in the Antelope Valley.

AVPH's vision that all children, families, and individuals in the Antelope Valley will have optimal psychosocial, physical and environmental health.

Assist with programs that provide direct services to the community of Antelope Valley, including Welcome Baby, Healthy Families America (HFA) Home Visitation programs, HandyWorker program, Lactation, Building Community Capacity, Family Caregiver Support Program, Relative Home Assessment Services, Relative Support Services and Prevention and Aftercare.

[www.avph.org](http://www.avph.org)

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- 13** APPENDICIES

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

A handwritten signature in black ink, reading "Heith Bibby", is positioned above a solid horizontal line.

Heith Bibby  
President & CEO  
Mandeville Modular, Inc

- 1** EXECUTIVE SUMMARY
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## REFERENCES - L1

### FORMS

9.1.3 – GENERAL PRINCIPALS CERTIFICATIONS FOR FEDERAL-AID CONTRACTS

9.1.4 – NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

9.1.5 – MBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

9.1.6 – RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

9.1.7 – CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR FEDERAL-AID CONTRACTS

9.1.8 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

9.1.9 - NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

9.1.10 – HUD PACKET- FEDERAL REQUIREMENTS

9.1.11 - CITY OF SAN BERNARDINO DBE QUESTIONNAIRE AND GOALS FORM

9.1.12 - NON-COLLUSION DECLARATION

9.1.13 – WORKERS’ COMPENSATIONS CERTIFICATION

9.1.14 - IRAN CONTRACTING ACT CERTIFICATION

Mark Oberholzer  
Associate Principal  
KTGY Architecture + Planning  
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Main - 949-851-2123  
Cell - 512-968-7365  
Email [moberholzer@ktgy.com](mailto:moberholzer@ktgy.com)



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Bureau of Engineering - Department of Public Works  
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Los Angeles, CA 90015  
Mail Stop No 500  
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Michael Antoun Nahas  
Cal Tech Fire  
Direct - 310-345-4117  
Email - [admin@caltechfire.com](mailto:admin@caltechfire.com)





### **FEDERAL PRE-QUALIFICATION CERTIFICATIONS**

**COMPLETE, SIGN AND UPLOAD AS FILE NO. 4**

## GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall also certify that none of the proposed equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONSULTANT must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By: Heith Bibby President

Name and Title of Authorized Representative

Heith Bibby

Signature of Authorized Representative

## NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONSULTANT discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her

status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By:Heith Bibby President

Name and Title of Authorized Representative

Heith Bibby

Signature of Authorized Representative

### **MBE and WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS**

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

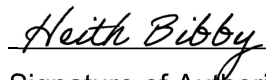
- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By: Heith Bibby President

Name and Title of Authorized Representative

A handwritten signature in cursive script that reads "Heith Bibby". The signature is written in black ink and is positioned above a horizontal line.

Signature of Authorized Representative

## **DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS**

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

## **RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS**

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By: Heith Bibby President

Name and Title of Authorized Representative

Heith Bibby

Signature of Authorized Representative

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR  
FEDERAL-AID CONTRACTS**

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By: Heith Bibby President

Name and Title of Authorized Representative

Heith Bibby

Signature of Authorized Representative

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)**

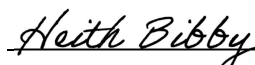
1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By: Heith Bibby President

Name and Title of Authorized Representative



Signature of Authorized Representative



## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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


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

Business Name: Mandeville Modular, Inc.

Date: 10/14/2024

By: Heith Bibby President

Name and Title of Authorized Representative



Signature of Authorized Representative

## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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

**Federal Use Only:**

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## INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

## **HUD Packet Attachments**

### **Federal Requirements**

- 1. Federal Labor Standards Provisions (HUD - 4010)**
- 2. Equal Employment Opportunity Clause**
- 3. Clean Air and Water Acts**
- 4. Labor Codes Section 1771 – 1815**
- 5. Certification of Understanding and Authorization**
- 6. Equal Employment Opportunity Commitment**
- 7. Report of Additional Classification and Rate**
- 8. Bidders Questionnaire**
- 9. Non-Segregated Facilities Certification**
- 10. Past Performance Certification**
- 11. Federal Lobbyist Certification**
- 12. Worker's Compensation Certification**
- 13. Declaration of Intent with Section 3**
- 14. Notice of Section 3 Commitment**
- 15. Section 3 Business Concern Certification**
- 16. Section 3 Income Certifications** *(Required for all Section 3 Workers and Targeted Section 3 Workers)*
- 17. Qualitative Efforts for Contractors Form**
- 18. Section 3 Economic Opportunity Report** *(Due after project completion)*

**A. APPLICABILITY**

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

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

**(ii) Additional Classifications.**

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

**(3) Payrolls and basic records.**

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

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

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

**(ii) Certified Payroll Reports.**

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



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

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

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

#### **(4) Apprentices and Trainees.**

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

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

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

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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

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

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

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

#### **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

#### **C. HEALTH AND SAFETY**

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

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.**

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

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

## **EQUAL EMPLOYMENT SPECIFICATIONS**

(Executive Order 11246).

**a. As used in these specifications:**

- (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
- (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) Minority includes:
  - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

**b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.**

**c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.**

**d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should**

reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
  - (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.



- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
  - i.** A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  - j.** The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
  - k.** The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  - l.** The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  - m.** The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these

specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

### **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
- d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

- e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
- f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.

## **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

(Executive Order 11246)

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

Goals for Minority and Female Participation in Timetables, Each Trade: **28.3%, 6.9%**

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

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

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

**CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

- a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
  - 1. Including qualified Small Business and Minority Firms on solicitation lists.
  - 2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
  - 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
  - 4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
  - 5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
  - 6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a1 through a5 above.
- b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
- c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

**CIVIL RIGHTS ACT OF 1964.** *Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

**SECTION 503 OF THE REHABILITATION ACT OF 1973.** *Any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.*

**SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** *No person in the United States on the grounds of race, color, national origin, or sex be excluded from*

*participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.*

**VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974, as amended.**

*Covered contracts entered into by any department or agency for the procurement of personal property and non- personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.*

**AGE DISCRIMINATION ACT OF 1975.** *No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

## COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$150,000)

During the performance of this contract, the contractor and all subcontractors shall comply with 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.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. 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 there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of 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.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) 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.

## LABOR CODE SECTIONS

(1771, 1774, 1775, 1776, 1777.5, 1813, AND 1815)

**§1771.** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**§1774.** The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

### **§1775.**

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
  - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (i) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - (ii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified

prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(C) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

#### **§1776.**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision(a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor



Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management

Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10- day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

#### **§1777.5.**

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
  - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order

to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision(g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
  - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be

required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

- (m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
  - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

**§1813.** The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

**§ 1815.** Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

## CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name San Bernadino Hope Campus

Contracting Agency City of San Bernadino Project Number: \_\_\_\_\_

This is to certify that the principal and the authorized payroll officer(s), listed below, have received and read and a copy of the ***Federal Labor Standards Provisions (HUD-4010)*** and a copy of the ***Contractor's Guide to prevailing Wage Requirements for Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed projects.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the ***Statement of Compliance*** forms which will accompany each weekly payroll report for contractor listed below during the duration of this project.

Mandeville Modular, Inc.

☒ Contractor ☐ Subcontractor Business Name

MF1594154

License Number

Heith Bibby

Payroll Officer Name (Print)

Heith Bibby

Payroll Officer (Signature)

Payroll Officer Name (Print)

Payroll Officer (Signature)

Heith Bibby

Name of Person Authorized to Sign (Print)

Heith Bibby

(Authorized Signature)

President

Title

10/14/2024

Date

# EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

(03/31/17)

TO: N/A  
(Name of Labor Union, Workers Representative, etc)

\_\_\_\_\_  
(Address)

Contractor Name: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned contractor holds a contract with \_\_\_\_\_, involving funds provided by the U. S. Government, or a subcontract with a prime contractor holding such contract. Under the provisions included in the contract or subcontract for the above referenced project, and in accordance with Executive Order 11246, the undersigned contractor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

The undersigned contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability; and require affirmative action by prime contractors and subcontractors to employ, and advance in employment, qualified protected veterans and individuals with disabilities.

Copies of this notice will made available to worker representatives and be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**

OMB Approval Number 2501-0011  
(Exp. 8/31/2022)

**1. FROM** (name and address of requesting agency)

**2. PROJECT NAME AND NUMBER**

**3. LOCATION OF PROJECT** (City, County and State)

**4. BRIEF DESCRIPTION OF PROJECT**

**5. CHARACTER OF CONSTRUCTION**

- ☐ Building ☐ Residential  
☐ Heavy ☐ Other (specify)  
☐ Highway

**6. WAGE DECISION NO.** (include modification number, if any)

**DATE of WAGE DECISION:**

**7. WAGE DECISION EFFECTIVE  
DATE (LOCK-IN):**

☐ COPY ATTACHED

**8. WORK CLASSIFICATION(S)**

**HOURLY WAGE RATES**

**BASIC WAGE**

**FRINGE BENEFIT(S) (if any)**

**9. PRIME CONTRACTOR** (name, address)

**9a.**

- ☐ Agree  
☐ Disagree

**10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE**  
(name, address)

**9b. SIGNATURE**

**DATE**

**Check All That Apply:**

- ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- ☐ The proposed classification is utilized in the area by the construction industry.
- ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- ☐ Supporting documentation attached, including applicable wage decision.

**Check One:**

- ☐ **Approved, meets all criteria. DOL confirmation requested.**
- ☐ **One or more classifications fail to meet all criteria. DOL decision requested.**

\_\_\_\_\_  
**Agency Representative**  
(Typed name and signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

**FOR HUD USE ONLY  
LR2000:**

**Log in:**

**Log out:**

## BIDDERS QUESTIONNAIRE FORM

Fill out all the following information and submit with Bid Proposal:

<b>Bidder/Contractor's Name:</b>		Mandeville Modular, Inc.	
<b>Business Address:</b>		39516 30th Street East Palmdale CA 93550	
<b>Telephone Number:</b>		888-662-8458	<b>Email:</b> hbibby@mandevillemodular.com
<b>California State Contractor's License Number and Class:</b>		#:MF1594154	
		<b>Class:</b>	
<b>Tax Identification Number:</b>		87-3456202	
<b>DIR Contractor Registration Number:</b>			
<b>UEI Number:</b>			
<b>Business License: Do you currently have an active City Business License?</b>		<input type="checkbox"/> YES    #:	
		<input checked="" type="checkbox"/> NO	
<b>Number of years of experience the company has as a contractor:</b>			20
<b>DIR Contractor Worker(s) Classification (s) (e.g. laborer, electrician, cement mason etc.)</b>			
<b>Has the company or any principal having an interest in this Bid ever failed to complete a project?</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, explain:	
<b>Has the company or any principal having an interest in this Bid ever been terminated for cause, even if was converted to a "termination of convenience"</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, explain:	
<b>Type of Firm:</b>		<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation (State CA ) <input type="checkbox"/> Other (specify)	

- ☒ **Minority Business Enterprise(MBE)**
- ☐ **Women Business Enterprise (WBE)**
- ☐ **Small Disadvantaged Business (SDB)**
- ☐ **Veteran Owned Business**
- ☐ **Disabled Veteran Owned Business**
- ☐ **None Apply**

**List at least three related projects completed in the last five (5) years:**

**1. Name of Project:** Hope on Alvarado

**Contact:** Heith Bibby

**Phone:** 562-661-9149

**Location of Project (City/State):** Los Angeles CA

**Contact Amount:** 7,400,000

**Date Completed:** 2021

**Brief Description of Work:** Complete project scope, Modular building

**2. Name of Project:** Raymer Navigation center

**Contact:** Heith Bibby

**Phone:** 562-661-9149

**Location of Project (City/State):** Los Angeles California

**Contact Amount:** 2,123,400

**Date Completed:** 2021

**Brief Description of Work:** Complete project scope, Navigation build out

**3. Name of Project:** Hope on Hyde Park

**Contact:** Heith Bibby

**Phone:** 562-661-9149

**Location of Project (City/State):** Los Angeles California

**Contact Amount:** 8,250,000

**Date Completed:** 2023

**Brief Description of Work:** Complete project scope, Modular building

**Surety Company that will provide all Insurance Requirements:**

**Name of Surety:** Surety 1

**Address:** 3225 Monier Circle Suite 100 Rancho Cordova, CA 95742

**Surety Company:** Assured Partners Inc.



# **NON-SEGREGATED FACILITIES CERTIFICATION**

## **FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date: 10/14/2024

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

Company: Mandeville Modular, Inc.

Address: 39510 Middleton St. Palmdale CA 93551

By: Heith Bibby

Title: President

**CERTIFICATION**  
**WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR**  
**SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND**  
**THE FILING OF REQUIRED REPORTS**

The ☒bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☒has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☒has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 10/14/2024 Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: City of Sanbernadino

Contractor Name: Mandeville Modular, Inc. Total Number of Employees 35

Affiliate Company: \_\_\_\_\_

By: Heith Bibby

Title: President

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

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

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* CONTRACTOR/SUBCONTRACTOR

Mandeville Modular, Inc.

\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:

\* Last Name:  Suffix:

\* Title:

\* SIGNATURE: 

\* DATE:

## WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

Date: 10/14/2024 Project Number: \_\_\_\_\_

Project Name: San Bernadino Hope Campus

Company Name: Mandeville Modular, Inc.

Address: 39516 30th Street East Palmdale CA 93550

Print Name: Heith Bibby

Title: President

Signature: Heith Bibby

## DECLARATION OF INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

As a minimum requirement for consideration of a contract award, the Bidder/Proposer shall declare his/her intent to comply with Section 3 (24 CFR 75) of the Housing and Urban Development Act of 1968, as amended (Section 3). The Bidder/Proposer is obliged, to the greatest extent feasible, to give opportunities for training and employment to low-income and very low-income persons residing in the service area or neighborhood in which the covered Section 3 project/service is located, and/or to award subcontracts to other Section 3 business concerns that provide economic opportunities for Section 3 workers and Targeted Section 3 workers.

Bidder/Proposer agrees that, as a condition of responsiveness to the solicitation and prior to recommendation for contract award by the Local Contracting Agency (LCA), he/she will agree to comply with the Section 3 requirements by including the Section 3 contract language in the contract, to the greatest extent feasible, to meet the Section 3 benchmarks and report all accomplishments with required documentation on a quarterly basis for the duration of the contract.

The Section 3 benchmarks apply to all Section 3 covered contracts as follows:

- Public housing financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed of which is included as part of the 25% threshold in the previous bullet.
- Community development financial assistance benchmarks:
  - Section 3 workers: 25% or more for the total number of labor hours worked by all workers employed on a Section 3 project, and
  - Targeted Section 3 workers: 5% or more of the total number of labor hours worked by all workers employed on a Section 3 project of which is included as part of the 25% threshold in the previous bullet.

Failure of the Bidder/Proposer to agree to comply with the Section 3 requirements and reporting obligations shall be grounds for determining the Bidder/Proposer non-responsive, and no further consideration for contract award shall be granted.

***I declare under penalty of perjury under the laws of the State of California that we agree to comply with the Section 3 requirements as stated above.***

Mandeville Modular, Inc.

Name of Contractor/Subcontractor

Heith Bibby

Print Name

*Heith Bibby*  
Signature

39516 30th Street East Palmdale CA 93550

Address

President

Title

10/14/2024

Date

## SECTION 3 BUSINESS CONCERN CERTIFICATION

**Business Name:** Mandeville Modular, Inc.  
**Address:** 39516 30th Street East  
**City/State/Zip Code:** Palmdale CA 9350  
**Telephone Number:** 888-662-8458 **Email Address:** hbibby@mandevillemodular.com

**This business is a Section 3 business concern based on one of the following categories, as documented:**

- ☐ **A. Business is 51% or more owned by low- or very low-income persons,**  
*(Attach a Section 3 Worker Certification(s) for each owner to this certification.)*
- ☐ **B. Over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers,**  
Provide the following information for the prior three-month period:
- Indicate total number of labor hours performed by Section 3 workers: \_\_\_\_\_ Hours
  - Indicate total number of labor hours performed by all workers: \_\_\_\_\_ Hours
  - Calculate the percentage of labor hours by Section 3 workers: \_\_\_\_\_ %
- (Attach the Section 3 Worker Certifications and Section 3 Labor Hours Reports.)*
- ☐ **C. Business is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.** *(Attach proof of public housing or Section 8-assisted housing residence.)*
- ☒ **D. The above-mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:**  
*Submit Notice of Section 3 Commitment Form*

**(NOTE: FAILURE OF THE BUSINESS TO PROVIDE THE REQUIRED DOCUMENTATION AS NOTED ABOVE SHALL BE GROUNDS FOR THE LCA TO DETERMINE THE BUSINESS A NON-SECTION 3 BUSINESS CONCERN.)**

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Heith Bibby  
Signature

President  
Title

10/14/2024  
Date

### TO BE COMPLETED BY LOCAL CONTRACTING AGENCY STAFF

This business meets the following category:

- ☐ 51% owned by low- or very low-income persons,  
☐ 75% of labor hours performed by Section 3 workers, or  
☐ 51% currently owned and controlled by public housing or Section 8-assisted housing residents.  
☐ None of the above.

Approved by: (Print Name) \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement Title/Number: \_\_\_\_\_

**CITY OF SAN BERNARDINO DBE QUESTIONNAIRE AND GOALS FORM**

1. Agreement Information: San Bernadino Hope Campus  
Agreement No: \_\_\_\_\_  
Term: \_\_\_\_\_  
Brief Description of Contract: Complete construction document package for  
submission for state and San Bernadino building and safety reveiw and  
approval for Hope Campus. Also manufacturign of modular units  
\_\_\_\_\_
2. Contact information of person(s) responsible for Contractor's monthly DBE reporting:  
Name: Heith Bibby 562-661-9149 hbibby@mandevillemodular.com

Contractor's DBE Goal:		
Description	Dollar Value	Per Year/Lump Sum, Etc.
Total Dollar Value of Work/Agreement:	\$	
<b>Total Dollar and Percentage of Work Planned with DBEs* (Contracting and Subcontracting)</b>		
	\$	%
<b>Estimated Percentage Breakdown</b>		
MBEs (minorities, male and female)	\$	% 90
WBEs (non-minority female)	\$	%
SDVBEs (service-disabled veteran)	\$	%
LGBTQ (Lesbian, gay, bisexual, transgender)	\$	%
<b>*NOTE:</b> The estimated total dollars will be adjusted using the above percentages for any change in Agreement value.		

**By Signing below, Contractor/Vendor/Consultant represents and warrants that:**

- a) Contractor/Vendor/Consultant shall maintain all necessary documents and records to demonstrate efforts to achieve the above DBE goals
- b) Contractor/Vendor/Consultant is responsible for identifying, soliciting, and qualifying appropriate certified DBE subcontractors to the extent necessary to meet Contractor's/Vendor's/Consultant's DBE goal
- c) The above information is true and correct to the best of its knowledge

Signature: Heith Bibby

Name and Title: Heith Bibby President

Contractor Entity Name: Mandeville Modular, Inc.

Contact Info. (email/phone number): hbibby@mandevillemodular.com / 562-661-9149

Date: 10/14/2024

**SUBCONTRACTOR Information**

Duplicate this form for EACH DBE Subcontractor.

Subcontractor Entity Name: R & S Tavares Associates Inc

Phone: (858) 444-3344

Address: 11590 W Bernardo Ct Ste. 100

City: San Diego State: CA Zip: 92127

**Description of Goods/Materials/Equipment or Services to be provided:**

Architectural, Engineering Consultant

\_\_\_\_\_  
\_\_\_\_\_

Name & Title of Owners(s):

Name: Richard Chiavetta Title: Director ☒ M/F

Name: \_\_\_\_\_ Title: \_\_\_\_\_ M/F

Name: \_\_\_\_\_ Title: \_\_\_\_\_ M/F

Name: \_\_\_\_\_ Title: \_\_\_\_\_ M/F

Non-Minority Female
African American
Asian/Pacific American
Hispanic/Latino American
Native American
Multi-Ethnic
LGBTQ
Other: _____
Service-Disabled Veteran



## ATTACHMENT 4

### NON-COLLUSION DECLARATION

TO BE EXECUTED BY MODULAR COMPANY AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the President of Mandeville Modular, Inc., the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from responding. The respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent. All statements contained in the proposal are true. The respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/14/2024 [date], at Palmdale [city], California [state].

Signed: Heith Bibby

Print Name: Heith Bibby

### ATTACHMENT 3

#### WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Contracted Entity:

Mandeville Modular, Inc.

By: Heith Bibby

Name: Heith Bibby

Its: President

In accordance with article 5 (commencing at Section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with City prior to performing any work under the Contract.

**ATTACHMENT 2**  
**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2200-2208)**

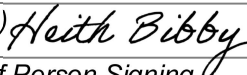
Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Vendor Name/Financial Institution (Printed)</i> Mandeville Modular, Inc. / US Bank	<i>Federal ID Number (or n/a)</i> 87-3456202
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Heath Bibby, President	<i>Date Executed</i> 10/14/2024

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>