FIRST AMENDMENT
TO AGREEMENT FOR PUBLIC SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between the City of Walnut Creek, a municipal corporation ("City"), and Contra Costa County, a political subdivision of the State of California ("Subrecipient").

RECITALS

A. City and Subrecipient previously entered into that certain "Agreement for Public Services" dated August 18, 2016 ("Agreement") for a housing rehabilitation loan and grant program.

B. City and Subrecipient desire to amend the Agreement in order to incorporate updated contract language and requirements that the federal government requires as a condition of using Community Development Block Grant funds.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and Subrecipient agree as follows:

1. Amendment Date. The effective date of this First Amendment is June 20, 2017.

2. Defined Terms. All capitalized terms not otherwise defined in this First Amendment shall have the meanings given to them in the Agreement.

3. Amendment. The Agreement is hereby amended to add the following provision:

   "Federal Funding. Subrecipient acknowledges that funding for this Agreement is derived, in whole or in part, from the United States Department of Housing and Urban Development and agrees to comply with the provisions set forth on Attachment 1, attached hereto and incorporated herein by reference."

4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties. In the event of any inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this First Amendment is executed this _____ of _____, 2017.

CITY OF WALNUT CREEK By: _____ City Manager Approved as to Form: By: _____ City Attorney	Contra Costa County By: _____ Name: John Kopchik Its: Director, Dept. of Conservation and Development Approved as to Form: Sharon L. Anderson, County Counsel By:_____ Deputy County Counsel

ATTACHMENT 1

Subrecipient acknowledges that funding for the Agreement is derived, in whole or in part, from the United States Department of Housing and Urban Development and agrees to comply with the following provisions set forth below. In the event of any inconsistency between the terms set forth below and the terms of the Agreement, the terms set forth below shall govern.

1) Subrecipient Monitoring and Management Summary Information:

   a) Subrecipient Name (must match registered name in DUNS): Contra Costa, County of

   b) Subrecipient DUNS Number: 1394419550000

   c) Federal Award Identification Number (FAIN): B-14-MC-060030

   d) Federal Award Date: 6/20/14

   e) Subaward Period of Performance Start and End Date: July 1, 2016 – June 30, 2017

   f) Amount of Federal Funds Obligated by this Action: $132,511.00

   g) Total Amount of Federal Funds Obligated to the Subrecipient: $132,511.00

   h) Total Amount of the Federal Award: $132,511.00

   i) Federal Award Project Description as required by the Federal Funding Accountability and Transparency Act (FFATA): The housing rehabilitation loan and grant program will be directed to owner-occupied single-family residences in Walnut Creek. The Subrecipient provides services related to intake and review, loan and grant processing, reporting, and record keeping.

   j) Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development

   k) Contact Information for Awarding Official at City: Cara Bautista-Rao, bautista-rao@walnut-creek.org, 925-943-5899 x 2216

   l) CFDA Number and Name: 14.218 Community Development Block Grants/ Entitlement Grants

   m) R&D Award: YES _____ NO __X__

   n) Indirect Cost Rate for the Federal Award: 10% de minimis rate applies as no special indirect cost rate has been proposed.

2) This Agreement is governed and controlled by the Housing and Community Development Act of 1974, the Notice of Funding Availability (NOFA), and all other applicable federal regulations and policies now in effect and as may be amended from time to time, including but not limited to the provisions of 2 CFR Section 200.326 and 2 CFR Part 200, Appendix II, as more particularly set forth below.

3) *Termination for Convenience*. In accordance with 2 CFR 200.Section 339(a)(3), City may terminate this Agreement for convenience, in whole or in part, upon thirty (30) days written notice. Subject to the rights of senior lenders, in the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the City, become the property of the City. Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to any termination for convenience by the City.

4) *Equal Employment Opportunity*. During the performance of this Agreement, Subrecipient agrees as follows:

   a) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient 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. Subrecipient 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) Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   c) Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d) Subrecipient 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) Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Subrecipient 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, and such other sanctions as may be imposed and remedies invoked as provided 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) Subrecipient will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. Subrecipient 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 Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction by the administering agency Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

5) *Minimum Wages*.

a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 prime 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 Section 5.5(a)(1)(iv) of this section; 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 Section 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 Section 5.5 (a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and its subc-subrecipients at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   ii) The classification is utilized in the area by the construction industry; and

   iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

c) If Subrecipient and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d) In the event Subrecipient, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of 29 CFR Section 5.5, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

f) 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 Subrecipient 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.

g) If Subrecipient does not make payments to a trustee or other third person, the Subrecipient 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 Subrecipient, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient to set aside in a separate account assets for the meeting of obligations under the plan or program.

6) *Withholding*. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Subrecipient under this Agreement 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 Subrecipient or any sub-subrecipient 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the Subrecipient, 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.

7) *Payrolls and Basic Records.*

a) Payrolls and basic records relating thereto shall be maintained by Subrecipient 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 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 Subrecipient 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. Subrecipients 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.

b) Subrecipient shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of Housing and Urban Development (HUD) if the agency is a party to the Agreement, but if the agency is not such a party, the Subrecipient will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Housing and Urban Development (HUD). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Section 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall 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 *http://www.dol.gov/esa/whd/forms/wh347instr.htm* 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 the Department of Housing and Urban Development (HUD) if the agency is a party to the Agreement, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Housing and Urban Development (HUD), the Subrecipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section 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 the sponsoring government agency (or the applicant, sponsor, or owner).

c) 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:

i) That the payroll for the payroll period contains the information required to be provided under Section 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under Section 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

ii) 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 Regulations, 29 CFR Part 3;

iii) 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.

d) 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 29 CFR Section 5.5(a)(3)(ii)(B).

e) The falsification of any of the above certifications may subject the Subrecipient or sub-subrecipient to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

f) The Subrecipient or sub-subrecipient shall make the records required under 29 CFR Section 5.5(a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the Department of Housing and Urban Development (HUD) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Subrecipient or sub-subrecipient fails to submit the required records or to make them available, the Federal agency may, after written notice to the Subrecipient, 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 Section 5.12.

8) *Apprentices and Trainees*.

a) *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 sub-subrecipient 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 sub-subrecipient 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 sub-subrecipient'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, fringes 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 sub-subrecipientwill no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b) *Trainees.* Except as provided in 29 CFR Section5.16, 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 classification of 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 sub-subrecipient 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.

c) *Equal Employment Opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

9) *Compliance with Copeland "Anti-Kickback" Act.* Subrecipient shall comply with 18 USC Section 874, 40 USC Section 3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this Agreement.

10) *Subcontracts*. The Subrecipient or sub-subrecipient shall insert in any subcontracts the clauses contained in 29 CFR Section 5.5(a)(1) through (10) and such other clauses as the Department of Housing and Urban Development (HUD) may by appropriate instructions require, and also a clause requiring the sub-subrecipients to include these clauses in any lower tier subcontracts. The prime sub-subrecipient shall be responsible for the compliance

by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Section 5.5.

11) *Breach, Contract Termination, Debarment.* A breach of the contract clauses contained in 29 CFR Section 5.5(a)(1) through (10) and such other clauses as the Department of Housing and Urban Development (HUD) may by appropriate instructions require, may be grounds for termination of the Agreement, and for debarment as a Subrecipient and sub-subrecipient as provided in 29 CFR Section 5.12.

12) *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 Agreement.

13) *Disputes concerning Labor Standards.* Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Subrecipient (or any of its sub-subrecipients) and the City, the U.S. Department of Labor, or the employees or their representatives.

14) *Certification of Eligibility.*

a) By entering into this Agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient'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 Section 5.12(a)(1).

b) No part of this Agreement 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 Section 5.12(a)(1).

c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC Section 1001.

15) *Compliance with the Contract Work Hours and Safety Standards Act*.

a) *Overtime Requirements*. No Subrecipient or sub-subrecipient 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

b) *Violation; Liability for Unpaid Wages; Liquidated Damages*. In the event of any violation of the clause set forth in the paragraph immediately above, Subrecipient and any sub-subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and sub-subrecipient 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 the paragraph immediately above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in the paragraph immediately above.

c) *Withholding for Unpaid Wages and Liquidated Damages*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or sub-subrecipient under any such contract or any other Federal contract with the same prime contractor, 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 the paragraph immediately above.

d) *Subcontracts*. The Subrecipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section 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 paragraphs (a) through (d) of this section.

16) *Clean Air Act*.

a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et. seq.

b) Subrecipient agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) Subrecipient agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

17) *Federal Water Pollution Control Act*.

a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

b) Subrecipient agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) Contactor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by HUD.

18) *Suspension and Debarment*.

a) This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995), or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

b) Subrecipient must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, Subpart C and 2 CFR. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19) *Byrd Anti-Lobbying Amendment, 31 USC Section 1352 (as amended)*. Subrecipients who apply or bid for an award of $100,000 or more shall file the required certification (See Appendix A. 44 CFR Part 18). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20) *Procurement of Recovered Materials*.

a) In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired –

i) Competitively within a timeframe providing for compliance with the contract performance schedule;

ii) Meeting contract performance requirements; or

iii) At a reasonable price.

b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

21) *Access to Records*.

a) Subrecipient agrees to provide the California Department of Housing and Urban Development, the City, the HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) Subrecipient agrees to provide the HUD Administrator or his authorized representative access to construction or other work sites pertaining to the work being competed under the Agreement.

22) *HUD Seal, Logo, and Flags*. Subrecipient shall not use the HUD seal(s), logos, crests, or reproductions of flags or likeness of HUD agency officials without specific HUD pre-approval.

23) *Compliance with Federal Law, Regulations, and Executive Orders.* This is an acknowledgement that HUD financial assistance will be used to fund the Agreement only. Subrecipient will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

24) *No Obligation by Federal Government*. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

25) *Program Fraud and False or Fraudulent Statements or Related Acts.* Subrecipient acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.