APPENDIX I: GLOSSARY OF ACRONYMS

AA - Affirmative Action
AIA – American Institute of Architects
A & E – Architects and Engineers
AND – Asian Neighborhood Design
CCD – Construction Change Directive
CDBG – Community Development Block Grant
CO – Change Order
CSI – Construction Specifications Institute
BAAQMD – Bay Area Air Quality Management District
CalOSHA – California Occupational Safety and Health Administration
CEQA – California Environmental Quality Act
DBE – Disadvantaged Business Enterprise
DBI – Department of Building Inspection
DCP – Department of City Planning
DD – Design Development
DOL – Department of Labor, The U. S.
DPW – Department of Public Works
EEO – Equal Employment Opportunity
GC – General contractor
GMP – Guaranteed Maximum Price
GSA – General Services Administration
HOME – Home Investment Partnership Program
HRC – Human Rights Commission
HUD – Housing and Urban Development, The Department of
MOD – Mayor’s Office of Disability
MOH – Mayor’s Office of Housing
MOH CS – Mayor’s Office of Housing Construction Supervisor
MOU – Memorandum of Understanding
NEPA – National Environmental Policy Act
NISB – Notice of Intent to Solicit Bid
NTP – Notice to Proceed
OMB – Office of Management and Budget
OSHA – Occupational Safety and Health Administration
RFB – Request for Bids
RFP – Request for Proposal
RFQ – Request for Qualifications
SFFD – San Francisco Fire Department
SFUSD – San Francisco Unified School District
SFWD – San Francisco Water Department
SOIS – Secretary’s of the Interior’s Standards
TCO – Temporary Certificate of Occupancy

Amended 5/25/05
APPENDIX II: MOH CONTACTS

MOH Construction Supervisor
________, (415) 701-5528

MOH Housing Development Director
Joel Lipski (415) 701-5510

MOH Project Managers – Development Team
Teresa Yanga (415) 701-5515
Joan McNamara (415) 701-5532
Scott Madden (415) 701-5536
Anne Romero (415) 701-5525
Ty Robinson (415) 701-5526
Wayne Lawrence (415) 701-5537

MOH Loan Administrator
Georgia Martin (415) 701-5535

MOH Development Assistant
Lynn Hua (415) 701-5538

MOH Housing Compliance Manager
Brenda R. Burrell (415) 701-5545

MOH Labor Standards Compliance Officer
Salomon Rizzo (415) 701-5527

Human Rights Commission Representative
Roel Villacarlos (415) 252-2539

Amended 5/25/05
APPENDIX III: ATTACHMENTS

A. Notice of Intent to Solicit Bid
B. Monthly Project Updates
C. AA/EEO Provisions
D. Attachment A - Request for Environmental Review
E. Section 3 Clause
F. Section 3 Plus Assurance
G. Section 3 Plus Action Plan
H. HUD 4010 Form
I. MOH Pay Application Cover Sheet
J. NTP Checklist - Project Manager
K. NTP Checklist - Construction Manager
L. Release of Retention Checklist
APPENDIX III

ATTACHMENT A
Notice of Intent to Solicit Bids

(Please contact MOH if you need a Word version of this document)
NOTICE OF INTENT TO SOLICIT BIDS
For all Mayor's Office of Housing contract opportunities over $10,000.00

For all projects send copies to: 

Matthew O. Franklin, Director
MAYOR'S OFFICE OF HOUSING
Attn.: Salomon Rizzo,
Labor Standards/Compliance Officer
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Fax: (415) 701-5501 Phone: (415) 701-5527
salomon.rizzo@sfgov.org

----- Construction Manager
Mayor's Office of Housing
1 South Van Ness Avenue, 5th Floor
Fax: (415) 701-5501 Phone: (415) 701-5528
San Francisco, California 94102

Project Manager - MOH
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Fax: (415) 701-5501 - Ph: (415) 
[first name.last name]@sfgov.org

Roel Villacarlos, Compliance Officer
HUMAN RIGHTS COMMISSION
25 Van Ness Avenue, Suite 800
San Francisco, California 94102
Fax: (415) 431-5764 Phone: (415) 252-2539
roel.villacarlos@sfgov.org

[ ] In addition a Copy of "Bid and Contract Opportunities" form should be sent to:
CITY and COUNTY of SAN FRANCISCO
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685
(415) 554-6248
E-mail: oca@sfgov.org
Home Page: http://www.sfgov.org/site/oca_index.asp?id=26507

SEND FEDERAL WAGE DECISION TO:

Attn: __________________________
ADDRESS: _________________________
ZIP CODE: _________________________

PROJECT TITLE: __________________________
OWNER: __________________________

DESCRIPTION OF WORK: NEW [ ] or REHAB [ ] # OF UNITS: ___ # OF FLOORS ___

Breakdown of funding sources for this contract:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>ACQUISITION</th>
<th>DEVELOPMENT</th>
<th>CONSTRUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>HOME</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>TAX INCREMENT</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>TAX CREDIT</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>BANK LOAN</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>STATE LOAN</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>OTHER</td>
<td>[ ] $</td>
<td>[ ] $</td>
<td>[ ] $</td>
</tr>
<tr>
<td>SEC. 8 rent subsidy?</td>
<td>[ ] YES</td>
<td>[ ] NO</td>
<td></td>
</tr>
</tbody>
</table>

ESTIMATED CONSTRUCTION CONTRACT AMOUNT: $________
TOTAL PROJECT COST: $________
Please use this form to publicize contracts that your department will be managing. By listing these contracts in the “Bids and Contracts” database on the Office of Contract Administration, Purchasing Division’s web page and in the City’s weekly newsletter, you help maximize competition and further the City’s good faith efforts to increase business opportunities for LBEs. Visit http://bids.sfgov.org to check the ad on the Internet to make sure it is correct.

1. Type of Contract:
   - Architectural and Engineering Services
   - Concessions and Leases
   - Construction
   - Consultants or Professional Services
   - Equipment, Supplies or General Services

2. Contract Identification:
   a. Contract #
   b. Title (required)
   c. Description (briefly describe the product or services):

   ________________________________________________________________

   d. If you are e-mailing a file other than this input form, check here:
   In the database on the Internet, we can attach files to the bid announcement, such as an introductory letter to prospective bidders, a complete RFP package, an order form for the bid package, or the like. If we attach a file to your bid announcement, you can save mailing effort and expense, and calls from prospective bidders.
   e. Estimated cost:
   f. Pre-bid or pre-proposal conference: Date: Time:
   Indicate whether attendance at the conference is
   mandatory
   optional
   g. Location of the conference

3. Bid or Proposal Due Date and Time:

4. Duration of the Contract:

5. Location where work will be performed:

6. Agency, Department or Firm (required):

7. Contact person: Phone
   E-mail address:

8. Check how long you would like the ad to run: 
   bid due date
   conference date

9. Person completing this form: Name: Phone:

   Email this form to: oca@sfgov.org

Ads are posted on the Internet throughout the day. “Publication Schedule” on reverse describes when we print and email the newsletter. Any questions? Please call 415.554.6248.
These instructions correspond to the numbered items on the reverse.

1. **Type of Contract.** Check the type of contract that you are advertising.

2. **Contract Identification**
   
   a. **Contract #.** Your identifying number for this contract. When prospective bidders call your department, they will need this number.
   
   b. **Title.** A short descriptive phrase to headline the description, e.g., Moscone Center Expansion, AIDS Health Study, EIR Report. It's important that you include more than, for example, just the address of the project, because the title is the first thing people in the Internet will see. See the example at the bottom of this page for how this information will be displayed.
   
   c. **Description.** In a few sentences, describe the contract work.
   
   d. **E-mail files.** Are there files we should attach to your bid announcement? What do you mail to bidders: order form; RFP package; plan holders list? We can attach these files.
   
   e. **Estimate.** The estimated cost of the contract.
   
   f. **Pre-bid or Pre-proposal Conference.** Indicate the date and time if you will be holding a conference for interested firms before the bid or proposal is due. Check whether attendance at the conference is mandatory or optional.
   
   g. **Location.** Where the conference will take place. This can be particularly important if the location is different from where bidders pick up bid documents, or where they submit bids.

3. **Bid or Proposal Due Date and Time.** Indicate the date and time the bid or proposal is due.

4. **Duration.** Indicate how long you expect the project or contract to take (months, days, years). Indicate any potential extensions or options to renew.

5. **Location.** Where the work will be performed.

6. **Agency, Department or Firm.** Your agency, City department or firm name. If you are a prime contractor seeking DBE subcontractors, please include the City agency that awarded you the contract.

7. **Contact Person.** The name, phone, and e-mail of the person interested firms should call for more information.

8. **How long the ad should run.** Tell us how long the ad should appear on the Internet.

9. **Person completing the form.** The name and phone number of the person who completed the form. We will call this person if we have questions about the information you have provided.

**Publication Schedule:** The newsletter is printed on Wednesday; e-mailed on Thursday; posted on the Internet daily.

**How the information appears on the Internet:**

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>DESCRIPTION</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>Ambassador Hotel Rehab: Subcontractors</td>
<td>10/15/2006</td>
</tr>
<tr>
<td>FAA-4144A</td>
<td>Airport Shoreline Protection Restoration, Phase 1</td>
<td>11/07/2006</td>
</tr>
<tr>
<td>721GRAF</td>
<td>Ransom Residence, Code Corrections and Updates</td>
<td>12/27/2006</td>
</tr>
</tbody>
</table>

**This is the summary page.** The reader clicks on the Bid Number to get a complete description of the bid.

P-325 (9-06)
APPENDIX III

ATTACHMENT B
Monthly Project Update

(Please contact MOH if you need a Word version of this document)
MOH Monthly Project Update

Please complete this Monthly Project Update and email the Word document to the Project Manager, with a copy to Joel Lipski (joel.lipski@sfgov.org) and MOH’s Construction Supervisor, by the first of each month. Please focus on the relevant sections of project progress, and anticipate approvals that will be needed over the next 2 – 3 months from other departments. Use as much space as you need.

The purpose of these updates is to track project progress
1. during pre-construction
2. on non-construction issues during construction, and
3. after regular monthly construction meetings have ended

<table>
<thead>
<tr>
<th>Project Summary Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
</tr>
<tr>
<td>Sponsor:</td>
</tr>
<tr>
<td># Units:</td>
</tr>
<tr>
<td>Target Population:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Completed by:</td>
</tr>
<tr>
<td>Estimated Construction Start Date (if changed from previous update, please explain):</td>
</tr>
<tr>
<td>Estimated Total Development Cost (if changed from previous update, please explain):</td>
</tr>
<tr>
<td>Permits and utilities (Planning Dept., DBI, SFFD, DPW, SFWD, MOD, PG&amp;E and DRE)</td>
</tr>
</tbody>
</table>

Procurement and bidding (architect, consultants and contractors)

Any changes in the scope, cost, schedule or financing plan

Significant milestones reached during the past month, and any planned to be reached during the coming month. Also include any projected milestones not reached during the last month and the reasons why. (Depending on the phase of the project, please cover efforts to obtain additional financing, relocation planning, service planning, marketing and rent-up, etc., as applicable for the project.)
APPENDIX III

ATTACHMENT C
AA/EEO Provisions
The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. 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 non-discrimination clause.

2. 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.

3. The contractor will send to each labor union or representative of workers with which it 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. 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.

5. The contractor 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 its 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.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses 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, and such other sanctions 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.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, Instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.
upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term “applicant”.

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph (a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 the nondiscrimination clause.

(2) 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 race, creed, color, or national origin.

(3) The contractor 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’ representative of the contractor’s commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President’s Committee on Equal Employment Opportunity created thereby.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding $10,000.

(2) Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States in involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.
APPENDIX III

ATTACHMENT D
Request for Environmental Review

(Please contact MOH if you need a Word version of this document)
ATTACHMENT A

REQUEST FOR FEDERAL ENVIRONMENTAL REVIEW/HISTORIC PRESERVATION CLEARANCE OF FEDERALLY FUNDED PROJECTS

HUD PROGRAM: Date:

CORPORATION NAME:

AGENCY NAME: FUNDING YEAR:

LOCATION:

CONTACT PERSON:

ASSESSORS BLOCK # Lot #: ZIP CODE:

PHONE NUMBER:

YEAR BUILT:

INDICATE IF ANY OF THE FOLLOWING ARE APPLICABLE:

ACQUISITION: YES _____ NO _____

AREA OR DENSITY WILL INCREASE MORE THAN 20% YES _____ NO _____

THE CURRENT USE IS:

COMMUNITY FACILITY: RESIDENTIAL:

INDUSTRIAL: COMMERCIAL/OFFICE:

OTHER:

SUMMARY OF WORK (ATTACH SHEET (S) IF ADDITIONAL SPACE IS NEEDED):

INTERIOR WORK (PRECISE DESCRIPTION):

EXTERIOR WORK (PRECISE DESCRIPTION):

PRIOR HISTORIC PRESERVATION CLEARANCE OR ENVIRONMENTAL REVIEW (INCLUDE DATE OF CLEARANCE, FILE NUMBER OR OTHER IDENTIFICATION): Comments

Note: Each request for Federal Environmental/ Historic Preservation Clearance must include all of the above information and two (2) sets of original photos of the site/building, and one (1) set of plans of proposed work (when available). (Plans may be reduced copy)

GRANT COORDINATOR: PHONE NUMBER

(MOH, SFRA, MOCD OR DHS PROJECT MANAGER)
SUPPLEMENTAL INFORMATION FOR ENVIRONMENTAL ASSESSMENT

Discuss the following items as they apply to your proposal. Please respond to all questions. If the question is not applicable, please answer *not applicable. Attach a separate sheet for your answers. If you have questions about general planning issues, please call the Zoning Information Counter at 558-6377. If you have questions about the Federal Environmental Review process, please contact Alice Miller at (707) 523-3710.

1. Is the building currently vacant? If so, how long has it been vacant?

2. What was the previous use of the building or portion of the building being used for the proposed project?

3. Please provide total square footage of the building or portion of the building being used for the proposed project.

4. Will the proposed project require a Conditional Use, Variance or CEQA (State) Environmental Review?

5. Is there a building permit application on file with the City? If so, please give building permit application number.

6. Describe any known archaeologic or historical aspects of the existing site and adjacent properties.

7. Will the proposed project involve excavation? If so, to what depth?

8. Will the proposed project involve asbestos removal? If so, plan to submit evidence of compliance with Bay Area Air Quality Management District (BAAQMD) asbestos removal regulations.

9. Will the proposed project building be tested for lead hazards? If so, please describe lead abatement plan.

10. If the proposed project is relocating from another site, give address of previous site and explain reason for the relocation.

11. List alternative sites investigated and briefly explain why current site was chosen.

12. Has the proposed project been redesigned in response to neighborhood input?

13. Will the proposed project displace existing residents? If so, explain how the project will mitigate this effect.

14. Will proposed project result in new employment opportunities? If so, estimate how many new jobs will be created.

15. Will users of the proposed project be likely to drive to the site or use public transit? Is the project accessible via public transit?
16. Will the proposed project provide any of the following services? If so please explain in detail, including expected number of persons served, total number of staff and operating hours).

   (a) Educational facilities
   (b) Health care/medical services
   (c) Social services
   (d) Food services (lunch program? restaurant?)
   (e) Open space
   (f) Recreational facilities

17. Explain the need for the proposed project and discuss the potential impacts if the project were not completed.

18. List any neighborhood contacts that you feel would be interested in receiving a copy of the environmental review document.
APPENDIX III

ATTACHMENT E
Section 3 Clause
EXHIBIT E
Section 3 Clause (24 CFR 135.38)

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations 24 CFR part 135 (the "Part 135 Regulations"), which implement Section 3. As evidenced by their execution of this contract, the parties hereto certify that they are under no contractual obligation and they have no other impediment that would prevent them for complying with the Part 135 Regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Corporation has a collective bargaining agreement or other similar understanding, if any, a notice advising the labor organization or other workers representative of the Corporation's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions and the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with the Part 135 Regulations, and to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon finding that a subcontractor is in violation of the Part 135 Regulations. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the Part 135 Regulations.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Part 135 Regulations.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e), also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indians owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
APPENDIX III

ATTACHMENT F
Section 3 Plus Assurance

(Please contact MOH if you need a Word version of this document)
EXHIBIT F

NOTE: This document must be submitted with bid documents. Make a copy of this form (and attachments) for your records.

SECTION 3 PLUS ASSURANCE

I, ___________________________ [Representative], the official representative of ___________________________ [Bidder/Contractor], agree to comply with Section 3 requirements for the ___________________________ [Project]. I understand that failure to comply may result in the following sanctions: cancellation, termination of this contract for default, and debarment, suspension or denial of participation from future HUD assisted contracts.

1. How many new positions will be created by work on this project? (provide Job Category Breakdown in Attachment 1) _________.
2. How many of these positions will be filled by Section 3 residents? _________.
3. How do you propose to recruit Section 3 residents? (must provide as separate attachment)
4. How many subcontractors will be utilized for this project? _________.
5. Of these subcontractors, how many are Section 3 subcontractors? _________.
6. What is the total amount of Section 3 subcontracts? _________.
7. How many businesses/suppliers will be utilized? _________.
8. Of these, how many are Section 3 businesses? _________.
9. What is the total amount of Section 3 businesses/suppliers contracts? _________. (Provide proposed contract/subcontract breakdown in Attachment 2.)

DATE: __________

AUTHORIZED SIGNATURE: ___________________________

Print Name and Title: ___________________________
APPENDIX III

ATTACHMENT G
Section 3 Plus Action Plan

(Please contact MOH if you need a Word version of this document)
EXHIBIT G

NOTE: Make a copy of this form for your records.

SECTION 3 PLUS ACTION PLAN

This project has received over $100,000 in HUD funding and is, therefore, governed by Section 3. Any contractor with a contract that exceeds $100,000. In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations (24 CFR Part 135) issued pursuant to the Act, this contractor agrees to assure that:

A. Lower income neighborhood residents have the maximum opportunity for employment and training opportunities on this development; and

B. Section 3 business concerns receive contracts to the fullest extent possible.

C. Definitions:

1. A **Section 3 business** is defined as one:
   a. That is 51 percent or more owned by Section 3 resident; or
   b. Whose permanent full time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within 3 years of the date of first employment within the business concern were Section 3 residents;
   c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the paragraphs (a) or (b) above.

2. A **Section 3 resident** is defined as:
   a. A public housing resident; or
   b. An individual who resides in San Francisco and for MOH funded projects, a person whose income does not exceed 50% of the median income for the area.
   c. One who can provide evidence (if requested) that he or she is eligible for the Section 3 resident preference.

3. **Preferences.** A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) showing eligibility for the preference.

   a. Employment and training opportunities: In housing and community development programs, priority consideration shall be given, where feasible, to:
1. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents);

2. participants in HUD Youthbuild programs (category 2 residents);

3. where the Section 3 project is assisted under the Stewart AB. McKinney Homeless Assistance Act (42 U.S.C. 11301, et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;

4. other Section 3 residents.

b. Contracting opportunities: For Housing and Community Development programs. In these programs priority consideration shall be given, where feasible, to:

1. Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the project is located (category 1 businesses);
2. applicants selected to carry out HUD Youthbuild programs (category 2 businesses);
3. other Section 3 business concerns.

D. Affirmative Action

The Prime Contractor will:

1. Utilize MOH’s list of community-based organizations and employment training programs for neighborhood residents to select a First Source Agency or First Source Agencies to assist in meeting Section 3 requirements.
2. Submit, as part of its bid a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
3. Provide, prior to the signing of a contract, a statement of workforce needs, including trainee positions.
4. Work with the Developer to create a Hiring Plan for the Project that identifies the specific hiring goals for the project and how they will be met.
5. Notify community-based organizations of available employment opportunities prior to posting positions to the general public, and maintain records of responses from such organizations.
6. Maintain a file of the names and addresses of each low income resident person referred to him or her, including what the action taken with respect to each referred person, and if the person was not employed, the reasons for the decision not to hire.

G-2
7. Include the attached Section 3 clause in every subcontract that exceeds $100,000.

8. Submit, prior to award of each applicable subcontract ($100,000 or over), the Section 3 Action Plans of its contractors.

9. Not attempt to circumvent Section 3 provisions.

10. Attempt to employ or fill training positions with Section 3 eligible residents, to the greatest extent possible, and will at a minimum and in conjunction with the First Source Agency or Agencies selected for this purpose, provide evidence of the following:
    a. Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the State Employment Department and the Private Industry Council; and
    b. Notification to labor organizations with which the Contractor has a collective bargaining agreement or other understanding; and
    c. A list of all lower income area residents who have applied either on their own or on referral from any source, and if such persons, if otherwise qualified, have been employed.

11. Attempt to incorporate project area businesses as subcontractors and suppliers, to the greatest extent feasible.

12. Provide the Section 3 workforce and business utilization reports required under this contract.

The Contractor fully realizes that failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of this Action Plan shall be proper basis for any or all of the following actions: cancellation, termination or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts under any federal program or the Mayor’s Office of Housing with respect to which the failure or refusal occurred until satisfactory assurances of future compliance have been received.

Authorized signature: ________________________________

Print name: ______________________________________

Date: ____________________________________________

Telephone number: ________________________________
APPENDIX III

ATTACHMENT H
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.

A. 1. (i) Minimum Wages. 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 conforming to 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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) (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; and

(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 and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, 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 of 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 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and 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 1215-0140.)

(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 1215-0140.)

2. Withholding. HUD or its designee 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 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 Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work performed 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, 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 I(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 I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records that 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 1215-0140 and 1215-0017.)

(ii) (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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(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 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;

4. That 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).

5. That 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 231 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 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 journeymen’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, 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 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 of 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 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. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither he (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) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration .... makes, utters or publishes any statement knowing the same to be false .... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

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 only 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 he or she 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 subpara-
graph (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 (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(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 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 Federally-assisted 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 (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (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 (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only 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 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 Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 49 USC 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 subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
APPENDIX III

ATTACHMENT I
MOH Pay Application Cover Sheet

(Please contact MOH if you need a Word version of this document)
MAYOR'S OFFICE OF HOUSING  
APPLICATION AND CERTIFICATE FOR CONSTRUCTION PAYMENT  

PAYMENT APPLICATION # ____________________________  
PROJECT ADDRESS: ___________________________________  
DATE: _____________________________________________  
PROJECT SUMMARY:  
Original Contract Amt: ______________________________  
Net change by Change Order: ___________________________  
Contract Amount to Date: ______________________________  
Total Completed to Date: _______________________________  
Percent Completed: ___________________________________  
Amount of this request for Payment: ______________________  

Please find attached:  
___/___ Application and Certificate for Payment form (AIA-G702)  
___/___ Continuation Sheet (AIA-G703)  
___/___ Change Order (AIA-G701)  
___/___ Supporting invoices and bills  
___/___ Subcontracting report form  

I have reviewed the enclosed documents and approve of the request for payment and applicable change orders. I certify that with respect to this payment, that none of amount hereby requested to be paid has been previously paid from the funds on deposit in this escrow. I further certify that no notice of any mechanics' or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations, which should be satisfied or discharged before such payment is made or with respect to which lien waivers have not been provide or surety bonds posted to you.  

PROJECT OWNER: _________________________________ Date: ______________________  

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT  
Upon receipt by the Project Contractor of a check from Project Owner in the sum of $________ payable to Project Contractor and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's liens, stop notice, or bond right the undersigned has on the job of the Project Owner at __________________________ to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to Project Owner through __________ only and does not cover any retainments retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of the document relies on it, said party should verify evidence of payment to the undersigned.  

Project Contractor: ________________________________ Date: ______________________  

For MOH Use Only  

Based on an inspection made on ______________________ (date), I certify that the actual value of the work completed corresponds to the amounts and percentages herein stated.  
CONSTRUCTION MANAGER: ______________________________ Date: ________________  

LABOR STANDARDS COMPLIANCE OFFICER: ______________________________ Date: ________________  
Salomon Rizzo  

Based on a review of the project budget, I certify that the amount of the disbursement request is within the project budget and recommend its funding.  
PROJECT MANAGER: ______________________________ Date: __________________
APPENDIX III

ATTACHMENT J
Notice to Proceed Checklist – Project Manager
CHECKLIST FOR AUTHORIZATION TO ISSUE NOTICE TO PROCEED FOR
DEMOLITION/SITE PREPARATION/CONSTRUCTION

I. PROJECT INFORMATION:

PROPERTY ADDRESS: ____________________________________________

BORROWER/GRANTEE: ____________________________________________

Contact and address/telephone/fax: ________________________________

PROJECTED START DATE of demo/site prep./construction: _____________

FUNDING SOURCE: ______________________________________________

LOAN COMMITTEE CONDITIONS TO START OF WORK: ________________

OTHER FINANCING & OPERATING/RENTAL SUBSIDIES (source, conditions):


II. SPECIAL FUNDING SOURCE REQUIREMENTS CHECKLIST:

If there are project based Sect. 8s:


RECD REV'D APPROVED DOCUMENT

______ ________ ________ AHAP contract signed w/Housing Authority (must occur prior to foundation work for new construction)

If federal funds (e.g. McKinney S+C, HOPWA, HOME, Section 8, CDBG) are used:


RECD REV'D APPROVED DOCUMENT

______ ________ ________ Section 106 review completed

______ ________ ________ NEPA review completed

______ ________ ________ FONSI published

______ ________ ________ Request for Release of Funds (7015.15) submitted to HUD

______ ________ ________ Authorization to Release Funds (7015.16) received

If HUD 202/811 funds are used:

DATE MEETING/MILESTONE

__________ HUD Initial Closing
III. ALL FUNDING SOURCES CHECKLIST:

A. CONSTRUCTION MANAGER PRECONSTRUCTION CHECKLIST

<table>
<thead>
<tr>
<th>DATE</th>
<th>MEETING/MILESTONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preconstruction meeting w/MOH Construction Manager (Rob Rich) &amp;</td>
</tr>
<tr>
<td></td>
<td>Project Manager</td>
</tr>
<tr>
<td></td>
<td>Satisfaction of construction requirements monitored by Construction</td>
</tr>
<tr>
<td></td>
<td>Manager (see CM’s accompanying Pre-Job Minutes form)</td>
</tr>
</tbody>
</table>

B. OTHER REQUIREMENTS

<table>
<thead>
<tr>
<th>DATE</th>
<th>MEETING/MILESTONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City/Agency construction financing closed</td>
</tr>
<tr>
<td></td>
<td>Other construction financing closed</td>
</tr>
</tbody>
</table>

C. INSURANCE CERTIFICATES (EXHIBIT F OF AGREEMENT)

<table>
<thead>
<tr>
<th>REC'D</th>
<th>REV'D</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Property Insurance
- Builders' risk during construction, "Special Form"
- 100% replacement, $10K deductible

General Requirements

City as add'l insured on all other policies
30 days' written notice of cancellation to the City
No liability of the City for premiums
Insurance is primary to other insurance carried by the City
Act of 1 insured may not void coverage of add'l insured
All claims arising during policy period must be covered
(i.e., not a "claims made" policy)

Coverage limits must be doubled if:
- Coverage contains a general annual aggregate limit; or
- Costs of investigation/defense are included in limits

III. AUTHORIZATION TO ISSUE NOTICE TO PROCEED:

<table>
<thead>
<tr>
<th>PREPARED BY CM OR PM?</th>
<th>DATE ISSUED TO OWNER</th>
<th>CM/PM &quot;CC'D&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX III

ATTACHMENT K
Notice to Proceed Checklist – Construction Manager
**CM CHECKLIST FOR AUTHORIZATION TO ISSUE NOTICE TO PROCEED ("NTP")**

**PROPERTY ADDRESS** 

**PROJECT NAME** 

**OWNER/DEVELOPER** 

**CONTRACTOR** 

**ARCHITECT** 

**OWNER’S REP** 

**MOH PROJECT MANAGER** 

**PROJECTED START DATE** 

<table>
<thead>
<tr>
<th>REC’D</th>
<th>APP’D</th>
<th>DOCUMENT</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Executed Contract (w/qualifications &amp; exclusions)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract Set of Plans</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Manual (Specifications)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Permits (including Addenda schedule, if any)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Accessibility Review by MOD</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Critical Path (&quot;CPM&quot;) Construction Schedule</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Schedule of Values</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bonds</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>General Contractor’s Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>General Contractor’s License [<a href="http://www2.cslb.ca.gov/CSSLB_LIBRARY/license+request.asp">http://www2.cslb.ca.gov/CSSLB_LIBRARY/license+request.asp</a>]</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Check EPLS (HUD) &amp; CCSF Debar/Suspend Lists [<a href="http://www.epis.gov">http://www.epis.gov</a>]</td>
<td>(MOH checks CCSF)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subcontractor Names &amp; Dollar Amounts</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PGE Application</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Haz Mat Plan (including lead, asbestos, dust, PCBs, UST, etc)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Storm Water Plan (primarily new construction)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CityBuild / Section 3 Hiring Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Value Engineering Proposals</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Access to Neighboring Property</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Verify Hard Cost Contingency</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SFFD approval of temp emergency egress (occupied rehab)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Soil testing and off-haul quantities (typ. new construction)</td>
<td></td>
</tr>
</tbody>
</table>

*Note: MOH CM should be notified as early as possible if any items on this checklist may not be provided, prior to the issuance of the NTP.*

<table>
<thead>
<tr>
<th>Issue</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work in the Public Way?</td>
<td>DPW-BSM permits required. DPT &amp; SFPD may need to approve</td>
</tr>
<tr>
<td>Street Paving Moratorium?</td>
<td>Additional paving requirements.</td>
</tr>
<tr>
<td>Holiday Moratorium?</td>
<td>Near Union Square from Thanksgiving – New Years</td>
</tr>
<tr>
<td>Coordination with SFWD?</td>
<td>Closely coordinate new connections and patching</td>
</tr>
</tbody>
</table>

**DATE** 

**MEETING/MILESTONE** 

--- Pre-Con Meeting for Certified Payroll & HRC
--- Satisfaction of PM Preconstruction requirements
--- Preconstruction meeting CM (coordinate with PM)

**AUTHORIZATION TO ISSUE NOTICE TO PROCEED ("NTP"):** 

**NOTIFY CONTRACT COMPLIANCE OFFICER AND HRC OF NTP:**
APPENDIX III

ATTACHMENT L
Release of Retention Checklist
# MOH CM Checklist for Final Release of Retention

## Property Address

## Project Name

## Sponsor/Owner/Developer

## Contractor

## Architect

## Owner's Rep

## MOH PM

## NTP

<table>
<thead>
<tr>
<th>NO.</th>
<th>RECEIVED</th>
<th>DOCUMENT</th>
<th>NOTES</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>______</td>
<td>Certificate of Substantial Completion</td>
<td>provide copy</td>
<td>______</td>
</tr>
<tr>
<td>2</td>
<td>______</td>
<td>Owner certifies Punch List is Complete</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>3</td>
<td>______</td>
<td>Job Cards Signed Off</td>
<td>provide copy</td>
<td>______</td>
</tr>
<tr>
<td>4</td>
<td>______</td>
<td>Final Inspection by MOD</td>
<td>typically on job card</td>
<td>______</td>
</tr>
<tr>
<td>5</td>
<td>______</td>
<td>CFCO (typically new construction)</td>
<td>provide copy</td>
<td>______</td>
</tr>
<tr>
<td>6</td>
<td>______</td>
<td>Unconditional Lien Waivers</td>
<td>provide copy</td>
<td>______</td>
</tr>
<tr>
<td>7</td>
<td>______</td>
<td>Notice of Completion Recorded</td>
<td>provide copy</td>
<td>______</td>
</tr>
<tr>
<td>8</td>
<td>______</td>
<td>Final Retention Payment Application</td>
<td>original for signature</td>
<td>______</td>
</tr>
<tr>
<td>9</td>
<td>______</td>
<td>Haz Mat Clearance (lead, asbestos, etc.)</td>
<td>provide copy</td>
<td>______</td>
</tr>
<tr>
<td>10</td>
<td>______</td>
<td>As Built Drawings approved by Owner</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>11</td>
<td>______</td>
<td>Keys delivered to Owner</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>12</td>
<td>______</td>
<td>Final Section 3 Hiring Totals</td>
<td>provide spreadsheet</td>
<td>______</td>
</tr>
<tr>
<td>13</td>
<td>______</td>
<td>Warranties, manuals and instruction</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>14</td>
<td>______</td>
<td>Contractor’s Insurance – per contract</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>15</td>
<td>______</td>
<td>SFHA/HQS Inspection (Sec. 8 units)</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>16</td>
<td>______</td>
<td>Consent of Surety (bond) – per contract</td>
<td>verify in memo</td>
<td>______</td>
</tr>
<tr>
<td>17</td>
<td>______</td>
<td>MOH Final Inspection</td>
<td></td>
<td>______</td>
</tr>
</tbody>
</table>