

AMENDMENT NO. 2 TO CONTRACT

THIS AMENDMENT is made and entered into effective as of the 21st day of October, 2020 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and Low Income Housing Institute (hereinafter called “CONTRACTOR”).

WHEREAS effective November 20, 2019, CITY and CONTRACTOR entered into a Contract (“Contract”) for temporary emergency micro shelter that support individuals experiencing homelessness, and

WHEREAS effective July 31, 2020, the CITY and CONTRACTOR entered into Amendment No. 1 to the Contract in order to add a new Scope of Work (Exhibit A-2), extend the termination date from July 31, 2020, to December 31, 2020, and to correspondingly increase the compensation allowed under the Contract in the amount of \$775,667 for a new not to exceed amount of \$1,163,667, and

WHEREAS the CITY and CONTRACTOR desire to amend the Contract in order to add a new Scope of Work (Exhibit A-3), a new Project Reimbursement Request Form (Exhibit B-1), required federal funding clauses (Exhibit C), and increase the compensation allowed under the Contract,

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. A new Scope of Work (Exhibit A-3) is hereby added to the Contract, attached to this Amendment and incorporated herein.
2. The sum authorized for services under the Contract is hereby increased by \$2,241,616, from \$1,163,667 to \$3,405,283.
3. A new Project Reimbursement Request Form (Exhibit B-1) is added to the Contract, attached to this Amendment and incorporated herein.
4. FEMA Required Clauses, which are required for all contracts being funded by federal funds, are added to the Contract, attached to this Amendment as Exhibit C and incorporated herein.
5. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

EXHIBIT A-3
SCOPE OF WORK
2020-2023

Low Income Housing Institute (LIHI)
Tacoma Emergency Micro Shelter Site 3

The Tacoma Emergency Micro Shelter Site located at 602 N Orchard St (TEMS 3) provides 40 furnished emergency micro shelters (no more than 60 individuals at a time residing onsite), common areas, hygiene facilities, food, case management, referrals to outside services, and other supportive services listed in the job duties below for families with children, couples, and single women who are currently experiencing homelessness. LIHI will provide 24/7 on-site and operation management, operate the site under the requirements of the contract, and facilitate effective community relationships, including coordination of the Community Advisory Committee (CAC).

Job Duties

- Special Projects Manager
 - Provide a high-level of expertise in site management, operation and coordination of staff, contractors, vendors, and volunteers at the site.
 - Supervise activities at the site and maintain a safe environment for all residents.
 - Complete intake of new residents.
 - Provide emergency staffing coverage as needed and work closely with all other LIHI staff, on-site case managers, and LIHI Management team.
 - Collaborate with the City to communicate and partner with the community and local organizations.

- Site Organizer
 - Monitor activities at the site and maintain a safe environment for the residents and community.
 - Provide emergency coverage as needed and work closely with other Organizers, Service Staff, and the Special Projects Manager.

- Case Manager
 - Provide case management that is driven by the needs of the resident, is flexible, and uses a strengths-based approach.
 - Establish relationships with community referral agencies and their case managers.
 - Provide informal counseling for site residents.
 - Provide information and referral assistance for site residents.
 - Coordinate community-building activities.
 - Work and problem-solve with site residents on a daily basis.

- Focus on moving clients into permanent housing and providing supportive services.
- Supportive Services Manager
 - Assist Case Managers, supportive services staff, and systems integration with delivering services for site residents.
 - Provide leadership on service coordination and delivery, crisis intervention, housing navigation, program planning, data collection, and evaluation.

Funding from this contract will cover initial set up costs, as well as ongoing operational costs and staff costs for the positions listed above.

Incoming Residents: LIHI will work with local homeless service providers for referrals and accept referrals from the City of Tacoma Homeless Outreach Team. “Walk-ins” or “self-referrals” are not allowed; however, individuals wanting to access the site for shelter will be connected with a service provider for assistance.

Individuals who do not agree to sign and abide by the code of conduct or house rules will not be accepted for residence at the site.

Residents on site will meet with case managers to address their barriers to stabilization and housing with a goal of exiting to permanent and safe housing options.

Standard Operating Procedures: LIHI will work with the City to develop a Standard Operating Procedures (SOP) Manual for TEMS 3 that includes, but is not limited to: media relations and response, contact information for site (including expectations for response time for incoming inquiries), site access control, site visitor protocols, service provider reporting on mutually-agreed upon performance metrics, personal item storage, food access and preparation, safety and security, use of hygiene and laundry facilities, garbage/recycling, maintenance, emergency response (Police and Fire), resident behavior, weapons prohibitions and site/area patrols. **The final SOP Manual will be completed and submitted to the City by 12/1/2020.** LIHI will continuously update the Manual as needed and use it for on-site operations. LIHI will submit the revised Manual to the City no less than once per quarter and the updates will be reviewed and approved by the City. Updates to the Manual will be discussed during monthly CAC meetings.

LIHI staff will attend and provide updates to the weekly provider meetings as well as City-sponsored emergency shelter meetings. LIHI will also provide weekly updates to NCS staff on site operations, which will include (specifics listed below). LIHI will enter information about site operations into the Homeless Information Management System (HMIS) on no less than a monthly basis, consistent with other homeless service providers funded by the City of Tacoma.

LIHI will implement strategies to prevent racial inequities in who is served and program outcomes.

LIHI staff will continue to attend diversity training, or equivalent, yearly and assess performance in providing culturally competent services.

City Responsibilities

- The City will provide gravel, fencing, and privacy screens during initial set up and site development.
- The City will provide electricity, graywater servicing and water (potable) at the site.
- The City will coordinate with contractors and manage contracts identified in SOP Manual, as it pertains to equipment performance issues and resolution of disputes.
- The City will handle payment of contractors and maintenance of equipment provided by the City and the costs associated with all repairs of City-owned/leased equipment.
- The City will provide staff participation for the Community Advisory Council.

LIHI Staffing Plan:

Days	Hours	Position	Qty
M-F	9 am – 5 pm	Special Project Manager	1
M-F	9 am – 5 pm	Site Organizers	1
M-F	9 am – 5:30 pm	Case Managers	2
M-F	5 pm – 1 am	Site Organizers	1
M-F	1 am – 9 am	Site Organizers	1
Sat, Sun	12 am – 12 pm	Site Organizers	1
Sat, Sun	12 pm – 12 am	Site Organizers	1

Location of service delivery: 602 N Orchard St, Tacoma WA 98406

Dates of service: October 21, 2020 – July 31, 2023

Time(s) of service: 24 hours a day, 7 days a week

Target group: (1) City of Tacoma residents only with this funding
 (2) Families with children, couples, and single women experiencing homelessness

Program Outputs

Annual Output Goals	2020	2021	2022	2023
Total unduplicated number of Tacoma residents served	40	120	120	120

Performance Measures	2020-2023
Number of clients that attained permanent housing <i>Definition: Attained permanent subsidized or unsubsidized housing</i> <i>Tool: Official record-HMIS and/or case records</i>	Track

Data regarding number of residents served (including demographic data) will be submitted monthly via e-CImpact (by the 15th of the month for the previous month of service).

In addition to reporting on the number of residents served each month, LIHI staff will email the following weekly reports to the City:

- **Homeless System Information Report** (Information regarding Coordinated Entry Priority Pool, new homeless individuals in Tacoma and Pierce County, shelter turnaways, and shelter waitlists)
- **Weekly Site Statistics Report**, which includes:
 - Site population and open units
 - Residence prior to entry
 - Client exit summary
 - Meals served per day
 - Security events
 - Service provider visits
- **Client Demographic Report**
- **Incident report**

Any situation that requires emergency medical or law enforcement assistance must be documented per the Standard Operating Procedures and shared with the city within 24 hours of the incident.

Cost Reimbursement

Contract payment is on a cost reimbursement basis. The program will be reimbursed for costs incurred during the contract period, to the extent that these costs fit within budgeted line items prescribed in the Budget table below. Reimbursement requests

(Exhibit B-1) may be submitted to the CITY after allowable costs have been incurred. Back-up documentation (including Payroll Verification Form) is necessary when requesting reimbursement in order to verify program expenses.

Contractor may exceed individual budgeted line item amounts by up to 10%, provided that individual line item overages combined do not result in an overall total reimbursement exceeding the total contract amount. Reimbursement requests that exceed budgeted line item amounts as described are payable if the City determines that the exceeded amounts are reasonably related to the contracted scope of services and program outcomes. The City’s decision shall be final.

Billing Submission

Billings must be submitted via the SAP Ariba system by the 15th of the month for the previous month of service. If a billing is incomplete or includes inaccurate information, programs will be expected to submit a revised billing within one week of receiving notice of error(s).

Projected Budget

Operation (staff, sanitation, insurance, office supplies, etc.) Table 1	\$1,496,480
Supportive Services (staff, training, transportation, etc.) Table 2	\$430,176
Initial Setup (staff, tiny houses, furniture, etc.) Table 3	\$314,960
TOTAL	\$2,241,616

Table 1 – Operation (December 1, 2020 – July 31, 2023)	
Special Project Manager (1 FTE)	\$199,072
Village Organizers (5 FTE)	\$727,872
Relief Staff/Staffing Support	\$46,848
Keyholder Stipend	\$9,600
Phones/Insurance/Mileage	\$25,600
Supplies (office, kitchen, cleaning, maintenance, food, hand sanitizer)	\$46,400
Meals & Snacks	\$233,376
Admin/Accounting (15%)	\$207,712
Total	\$1,496,480

Table 2 – Supportive Services (December 1, 2020 – July 31, 2023)	
Case Managers (2 FTE)	\$238,080
Supportive Services Manager	\$12,800
Phones/Mileage	\$14,400

Office Supplies	\$6,400
Client Assistance	\$96,000
Bus Tickets for Residents	\$6,400
Admin/Accounting Fee (15%)	\$56,096
Total	\$430,176

Table 3 – Initial Setup (October 21, 2020 – December 1, 2020)	
Building Materials (including platforms, ramps, etc.)	\$20,000
Tiny Houses (\$5k/20 houses) (LIHI will donate other 20 houses)	\$100,000
Tiny House Transportation	\$15,000
Common Area Units	\$10,000
Security Cameras	\$1,600
Furniture/Appliances (tables and chairs, house furniture, common area appliances, common area furniture)	\$21,500
Painting	\$3,000
Tools/Equipment/Supplies (lights, first aid kit, cigarette disposal containers, locker/file cabinet, fire extinguishers, rechargeable flashlights, smoke detectors/CO2 detectors)	\$8,260
Initial Site Clean Up	\$2,700
Labor and Volunteer Recruitment Setup	\$1,500
Architectural Work	\$1,000
Signage	\$400
Hygiene Trailer	\$65,000
Miscellaneous Setup	\$5,000
Project Management Fee (Staff Labor, Carpentry, Maintenance)	\$60,000
Total	\$ 314,960

EXHIBIT B-1

Project Reimbursement Request					
Project: Tacoma Temporary Emergency Micro Shelter Site		REIMBURSEMENT REQUEST			
Operating Agency: Low Income Housing Institute (LIHI)					
Project Term: October 31, 2020 - July 31, 2023					
City Umbrella Dept.: NEIGHBORHOOD & COMM. SERVICES					
Payment Number __{XX}__		(3) Reimbursement Request (Funds Billed)	(4) Previous Funds Billed	(5) Total Funds Billed by Agency (including this request) (3+4)	(6) Budget Remaining (2-5)
Payment to: Low Income Housing Institute (LIHI)					
Reimbursable costs through __{month}__					
(1)	(2)				
Budget Item	Budget				
Table 1					
Special Project Manager (1 FTE)	\$199,072.00	\$0.00	\$0.00	\$0.00	\$199,072.00
Village Organizers (5 FTE)	\$727,872.00	\$0.00	\$0.00	\$0.00	\$727,872.00
Relief Staff/Staffing Support	\$46,848.00	\$0.00	\$0.00	\$0.00	\$46,848.00
Keyholder Stipend	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00
Phones/Insurance/Mileage	\$25,600.00	\$0.00	\$0.00	\$0.00	\$25,600.00
Supplies (office, kitchen, cleaning, maintenance, food, hand sanitizer)	\$46,400.00	\$0.00	\$0.00	\$0.00	\$46,400.00
Meals (1.5x/day)	\$233,376.00	\$0.00	\$0.00	\$0.00	\$233,376.00
Admin/Accounting (15%)	\$207,712.00	\$0.00	\$0.00	\$0.00	\$207,712.00
Table 2					
Case Managers (2 FTE)	\$238,080.00	\$0.00	\$0.00	\$0.00	\$238,080.00
Supportive Services Manager	\$12,800.00	\$0.00	\$0.00	\$0.00	\$12,800.00
Phones/Mileage	\$14,400.00	\$0.00	\$0.00	\$0.00	\$14,400.00
Office Supplies	\$6,400.00	\$0.00	\$0.00	\$0.00	\$6,400.00
Client Assistance	\$96,000.00	\$0.00	\$0.00	\$0.00	\$96,000.00
Bus Tickets for Residents	\$6,400.00	\$0.00	\$0.00	\$0.00	\$6,400.00
Admin/Accounting Fee (15%)	\$56,096.00	\$0.00	\$0.00	\$0.00	\$56,096.00
Table 3					
Building Materials (including platforms, ramps, etc.)	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00

Tiny Houses (\$5k/20 houses) (LIHI will donate other 20 houses)	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Tiny House Transportation	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Common Area Units	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Security Cameras	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00
Furniture/Appliances (tables and chairs, house furniture, common area appliances, common area furniture)	\$21,500.00	\$0.00	\$0.00	\$0.00	\$21,500.00
Painting	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Tools/Equipment/Supplies (lights, first aid kit, cigarette disposal containers, locker/file cabinet, fire extinguishers, rechargeable flashlights, smoke detectors/CO2 detectors)	\$8,260.00	\$0.00	\$0.00	\$0.00	\$8,260.00
Initial Site Clean Up	\$2,700.00	\$0.00	\$0.00	\$0.00	\$2,700.00
Labor and Volunteer Recruitment Setup	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Architectural Work	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Signage	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
Hygiene Trailer	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00
Miscellaneous Setup	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Project Management Fee (Staff Labor, Carpentry, Maintenance)	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00
TOTAL	\$2,241,616.00	\$0.00	\$0.00	\$0.00	\$2,241,616.00

AGENCY: I certify that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is just, due and unpaid obligation against the City of Tacoma.

****NOTE: Supporting financial documentation required for all requested reimbursement.**

Prepared by: _____

City of Tacoma Contract & Program Auditor: _____

Date Prepared: _____

City of Tacoma Accountant: _____

Director's Signature: _____

City of Tacoma Management: _____

Exhibit C

FEMA REQUIRED CLAUSES

Termination for Convenience

A. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.

B. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

PREVAILING WAGES

A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid) and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.

3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment.

COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, 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 of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

A. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
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, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. 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' 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.
5. 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.
6. 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.
7. 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.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section 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 paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. 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 contractor or subcontractor 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 paragraph (B)(2) of this section.

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

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If

it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. 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 U.S.C. § 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 who in turn will forward the certification(s) to the City.
2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.