

1 training program for the Construction Apprenticeship Pathways Program, and the
2 documents incorporated therein and attachments thereto, including the
3 assurances and certifications made by the City to the State.

4 B. Contractor's program description, statement of work to be
5 performed, Contractor's operation plan for participants, program conditions and
6 standards for Contractor's performance under this Contract (collectively, the
7 "Scope of Services") attached as Exhibit "B" hereto.

8 C. Contractor's fee schedule ("Fee Schedule") attached hereto
9 as Exhibit "C" for training and employment activities to be provided by Contractor
10 (the "Services").

11 Contractor and City agree to be bound by all the terms, conditions
12 and provisions contained in the Prime Contract, the Scope of Services and the Fee
13 Schedule (collectively, the "Contract Documents"). Contractor hereby agrees to assume
14 full responsibility for the performance of the operation, coordination and administration of
15 such program pursuant to all the terms and conditions of the Contract Documents to the
16 extent that said documents are applicable to the delivery of services by Contractor
17 hereunder. The parties hereto agree to perform all duties, obligations and tasks to be
18 performed by each party under the Contract Documents. In the event there is any
19 conflict between the provisions of this Contract and the provisions of the Prime Contract,
20 including the attachments thereto and the documents incorporated therein, as presently
21 worded as or amended in the future, the parties agree that the provisions of the Prime
22 Contract shall control.

23 Contractor shall provide the Services in accordance with the provisions of
24 the Contract Documents.

25 Section 2. Term.

26 The term of this Contract ("Term") shall be deemed to have commenced on
27 January 22, 2007, and unless sooner terminated pursuant to the provisions hereof, shall
28 terminate at midnight on November 17, 2007. Either of the parties hereto shall have the

1 right to terminate this Contract in its entirety at any time during the Term for any or no
2 reason whatsoever by giving 15 days prior written notice of termination to the other party.
3 City shall have the additional right to cancel any part of this Contract at any time during
4 the Term for any reason whatsoever by giving 15 days notice of such cancellation to the
5 Contractor.

6 Notwithstanding the foregoing, the City shall have the right to terminate and
7 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
8 Contractor subjects the City to liability, legal obligations or program operation obligations
9 beyond the obligation of City under the Prime Contract.

10 If this Contract is terminated prior to the expiration of the Term, Contractor
11 shall be reimbursed for all eligible program costs which have accrued but not been paid
12 through the effective date of termination. Contractor agrees to accept such amount, plus
13 all amounts previously paid, as full payment and satisfaction of all obligations of City to
14 Contractor.

15 Section 3. Performance Review.

16 After each quarter during the Term, the City will conduct a review of
17 Contractor's performance by comparing the Contractor's planned performance and
18 contract earning levels with the actual performance and contract earning levels achieved
19 by Contractor. If the Contractor is ten percent (10%) below planned performance and
20 contract earning levels at the end of the any quarter, the Contractor may be required to
21 implement a corrective action plan. Any such corrective action plan shall be subject to
22 review and approval by the City.

23 Underperformance at the end of the second quarter or any quarter
24 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative
25 and at the sole discretion of the City, deobligate funds from this Contract up to the
26 amount of the underexpenditures.

27 Section 4. Contract Amount and Payment.

28 The total amount which shall be payable by City to Contractor for

1 Contractor's services during the Term shall not exceed One Hundred and Sixty-Five
2 Thousand (\$165,000.00) ("Contract Amount").

3 The City shall, in due course, reimburse the Contractor for the actual,
4 reasonable and necessary costs and expenses incurred by Contractor in the
5 performance of this Contract which are authorized, approved and included in the Fee
6 Schedule and are in accordance with and pursuant to the Prime Contract, to the extent
7 that such Prime Contract is applicable to the Contractor's performance hereunder. Such
8 payments by the City shall be made only from funds received by City under the Prime
9 Contract and shall be payable only after the City receives said funds with which to make
10 such payments.

11 City may make advance payments to the Contractor only to the extent such
12 payments are authorized and permitted by the State. Such advance payments shall only
13 be made from funds which are received by the City from the State under the Prime
14 Contract for such disbursement to the Contractor and such payments shall be made in
15 accordance with said Prime Contract and pursuant to the Fee Schedule. In no event
16 shall the total of such advance payments exceed an amount equal to the average
17 budgeted expenses for one (1) month as set forth in the Fee Schedule. Contractor will
18 maintain a separate account number within its accounting system for funds received
19 hereunder as advance payments.

20 Payment to the Contractor shall be limited to the amounts specified in the
21 Fee Schedule for the categories, criteria and rates established in said attachment.
22 Contractor may, with the prior written approval of the City Manager of the City of Long
23 Beach ("City Manager"), or his designee, make adjustments within and among the
24 categories of expenditures in the Budget and modify the performance to be rendered
25 hereunder as provided in the Scope of Services; provided, however, that any such
26 adjustment in expenditures shall not result in an increase in the Amount. The agent or
27 representative of Contractor who signs as the maker of checks or drafts or in any manner
28 authorizes the disbursement of said funds or expenditure of same shall be covered by a

1 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an
2 amount set out in Section 11, paragraph E of this Contract.

3 Contractor shall not charge nor receive compensation under this Contract
4 for any services or expenses unless said services or expenses are directly and
5 exclusively related to the purposes of this Contract, and provided that payment is not also
6 received by Contractor from some other source for said services or expenses.

7 Disbursement of funds received from the State shall be under the direction
8 of the City Manager or his designee and shall be in accordance with the provisions of this
9 Contract and made pursuant to the Prime Contract and any additional procedures,
10 regulations and reporting requirements which are established by the City that do not
11 conflict with applicable procedures, regulations and reporting requirements of the State.

12 All payments to Contractor by the City, including advance payments will be
13 based upon invoices and the necessary supporting documents which the State and the
14 City may require Contractor to submit. The expenditure of all funds shall be accounted
15 for promptly, and Contractor shall keep separate detailed accounts for each expenditure
16 for each component part of this project.

17 Public or private non-profit contractor revenues in excess of costs are to be
18 treated as program income or profits in accordance with the City of Long Beach Program
19 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, as amended, and will be used to
20 further program objectives unless the Governor of the State of California requires that
21 such income be turned over to the State.

22 Section 5. Records.

23 Records relating to the performance of this Contract shall be kept and
24 maintained by Contractor in accordance with the manner and method prescribed by
25 applicable State regulations and guidelines and City requirements, will be current,
26 complete and available for purposes of inspection and audit during business hours as
27 deemed necessary upon request by representatives of federal, state and local agencies.

28 Contractor shall provide access to all documents and materials related to

1 this Contract and shall provide any information that the City, or its designee, requires in
2 order to monitor and evaluate Contractor's performance hereunder. All such records
3 shall be maintained and accessible for a period of seven (7) years from the expiration or
4 earlier termination of this Contract.

5 Section 6. Financial Reports.

6 Contractor shall promptly distribute to the City Manager or his designee
7 copies of all correspondence including, but not limited to, financial, operational and
8 performance reports which Contractor submits to or receives from the State. Contractor
9 shall provide such other reports, documents or information as may be requested or
10 required by the City or the State within three (3) days of written request. Upon expiration
11 or earlier termination of this Contract, and within the time and in the manner prescribed
12 by the City the Contractor shall perform all necessary close-out procedures required by
13 the State and the City, including preparation of close-out reports and transmittal to the
14 City of all documents in the possession of Contractor which relate to the conduct of the
15 program and Contractor's services hereunder. Final payment to the Contractor under
16 this Contract will be paid only after the City has determined that Contractor has
17 satisfactorily completed said close-out procedures.

18 If the Contractor is subject to the Single Audit Act (SAA), the Contractor
19 shall include this Contract within the scope of the SAA audit. A copy of the SAA final
20 audit report shall be delivered by Contractor to the City of Long Beach within thirty (30)
21 calendar days after its receipt by Contractor and, in any event, no later than six (6)
22 months after the end of the then-current fiscal year of Contractor. In the event the
23 Contractor fails to comply with this requirement, the Contractor shall be liable for any
24 costs incurred by City for a substitute audit or review.

25 Section 7. Accounting Procedures.

26 On a monthly basis, commencing on the last day of month next succeeding
27 the Effective Date of this Contract, the Contractor will submit an invoice with supporting
28 documentation for payment based upon the cost categories in the Fee Schedule. These

1 invoices will be due within ten (10) working days after the end of each month Contractor
2 shall complete the monthly payment requests in the format required by the City.

3 The Contractor will establish separate account numbers within its
4 accounting system to account for the expenditures and revenues of this Contract. The
5 Contractor's accounting system will be in compliance with all applicable procedures and
6 Federal and State authorities having jurisdiction over this Contract, and shall be
7 consistent with the fiscal and accounting procedure set forth in this Contract. Without
8 limiting the generality of the foregoing, the Contractor shall adhere to the following fiscal
9 and accounting procedures:

10 A. Maintain a bank account and perform monthly bank reconciliations.

11 1. Deposit all receipts in the bank account promptly and intact. (Do
12 not pay any expense directly out of cash receipts).

13 2. Maintain bank validated copies for every deposit slip in
14 chronological order. Each deposit slip should include sufficient detail to explain
15 the source of the funds being deposited. (This may be done by recording the
16 details on the deposit slip or by attaching supporting documentation which may
17 have been received with the receipts.)

18 3. Disburse all funds by check, preferably signed by two
19 employees, neither of whom is the bookkeeper or the accounting clerk.

20 B. Designate specific employees to perform each of the following
21 functions:

22 1. Receipt for goods and services provided to Contractor.

23 2. Approve the purchase of goods and services for Contractor.

24 3. Approve employee time sheets.

25 4. The designee for B.1 and B.2 above cannot be the same
26 person.

27 C. Maintain documented support for every check written which should
28 include:

- 1 1. Original invoice from each vendor.
- 2 2. Indication by signature and date of an authorized employee
- 3 that the goods or services were received by the Contractor. This may be done on
- 4 a separate receiving report, a copy of a packing slip or on the invoice itself.
- 5 3. Indication that the goods or services were approved for
- 6 purchase by an authorized individual. This should be by signature and dated and
- 7 should appear on the invoice or on the purchase order or purchase requisition, if
- 8 such is used by the Contractor.
- 9 D. Maintain a copy of each invoice submitted to Grants Accounting with
- 10 copies of all supporting documents.
- 11 E. Maintain the following records in an orderly fashion by grant period
- 12 or Contractor's fiscal year:
- 13 1. Bank statements and bank reconciliations.
- 14 2. Deposit slips and supports.
- 15 3. Checks and supports.
- 16 4. Time sheets or documentation to verify Contractor's labor
- 17 costs.
- 18 5. Cash receipts and cash disbursement journals.
- 19 6. Requests for reimbursement and supports.
- 20 7. Financial statements.
- 21 F. Maintain and file all required tax and personnel reports with
- 22 appropriate agencies.
- 23 G. Contractor must adhere to all audit requirements as outlined in OMB
- 24 Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29
- 25 CFR 95.26 as applicable.
- 26 All invoices and billings will be considered final and must be submitted
- 27 within 45 calendar days from the end of the Term. Resolution of disputed matters must
- 28 be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole

1 discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

2 Section 8. Independent Contractor Status.

3 It is distinctly understood that in the performance of this Contract, the
4 Contractor shall at all times be considered a wholly independent contractor and that
5 Contractor's obligations to and authority from the City are solely as are prescribed by this
6 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in
7 any manner represent that Contractor or any of its agents, volunteers, subscribers,
8 members, officers or employees are in any manner the officers, employees or agents of
9 the City or the Greater Long Beach Workforce Development Board (GLBWDB), an
10 unincorporated non-profit association. Contractor shall not have any authority to bind the
11 City or GLBWDB at any time or for any purpose. Contractor or any of Contractor's
12 officers, employees or agents shall not have any power or authority as agents or
13 employees of the City or GLBWDB and shall not be entitled to any of the rights, privileges
14 or benefits of a City or GLBWDB employee.

15 Section 9. Assignment.

16 Contractor shall not delegate its duties or assign its rights hereunder, either
17 in whole or in part, without the prior written consent of the City.

18 Section 10. Indemnification and Hold Harmless.

19 Contractor expressly agrees to defend, protect, indemnify and hold
20 GLBWDB, the City, and their respective officers, employees and agents ("indemnified
21 parties"), free and harmless from and against any and all claims, damages, expenses,
22 loss or liability of any kind or nature whatsoever growing out of, or resulting from the acts
23 or omissions of Contractor, its officers, agents or employees in the performance of this
24 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal
25 actions that may be instituted against either the indemnified parties and Contractor shall
26 pay any settlement entered into or satisfy any judgment that may be rendered against
27 either the indemnified parties as a result of said acts or omissions of Contractor, its
28 officers, agents or employees in the performance of this Contract.

1 Section 11. Insurance.

2 As a condition precedent to the effectiveness of this Contract, and at all
3 times during the term hereof, at its sole expense and in partial performance of the
4 obligations of indemnity assumed under Section 10 above, Contractor shall procure and
5 maintain the following types and amounts of insurance:

6 A. Comprehensive General Liability in an amount not less than One
7 Million Dollars (\$1,000,000) combined single limit for each occurrence or Three
8 Million Dollars (\$3,000,000) General Aggregate for bodily injury, personal injury
9 and property damage. The indemnified parties shall be covered as insureds as
10 respects liability arising out of activities performed by or on behalf of the
11 Contractor and coverage shall be in a form acceptable to the Risk Manager of the
12 City ("Risk Manager").

13 B. Automobile Liability in an amount not less than Five Hundred
14 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury
15 and property damage covering owned, non-owned and hired vehicles.

16 C. Workers' Compensation as required by the Labor Code of the State
17 of California and Employers' Liability Insurance with limits of One Million Dollars
18 (\$1,000,000) per occurrence.

19 D. Accidental Medical, Death and Dismemberment Insurance for all
20 participants not entitled to workers' compensation benefits under the provisions of
21 Section 3700 of the Labor Code of the State of California, unless this requirement
22 has been waived in writing by the Risk Manager. Said insurance shall have limits
23 of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and
24 Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

25 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
26 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand
27 Dollars (\$25,000), whichever is higher, to safeguard the proper handling of funds
28 by those employee's agents or representatives of the Contractor who sign as the

1 maker of checks or drafts or in any manner authorize the disbursement or
2 expenditure of said funds.

3 Each insurance policy shall be endorsed to provide that coverage shall not
4 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
5 prior written notice has been given to the City. All such insurance shall be primary and
6 not contributing to any other insurance or self-insurance maintained by the indemnified
7 parties.

8 The insurance required hereunder shall be placed with carriers admitted to
9 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
10 Best Company and may be subject to such self-insurance or deductible as may be
11 approved by the Risk Manager. Any subcontractors which Contractor may use in the
12 performance of services under this Contract shall be required to maintain insurance in
13 accordance with the requirements of this Section 11.

14 Contractor shall furnish the City with certificates of insurance and with
15 original endorsements affecting coverage as required above. The certificates and
16 endorsements for each insurance policy shall be signed by a person authorized by that
17 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
18 provide for an extended reporting period of not less than one hundred eighty (180) days.
19 No claims made policies shall be acceptable to City unless the City Manager determines
20 that no occurrence policy is available in the market for the particular risk being insured.
21 Any modification or waiver of the insurance requirements contained in this contract shall
22 only be made with the written approval of the Risk Manager in accordance with
23 established City policy.

24 Section 12. Drug-free Workplace.

25 Contractor shall comply with Government Code Sections 8350 et seq. and
26 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
27 limited to, the following:

28 A. Publishing a statement notifying employees that unlawful

1 manufacture, distribution, dispensation, possession, or use of a controlled
2 substance is prohibited and specifying actions to be taken against employees for
3 violations, as required by Government Code Section 8355(a).

4 B. Establishing a Drug-Free Awareness Program as required by
5 Government Code Section 8355(b), to inform employees about all of the following:

- 6 1. The dangers of drug abuse in the workplace,
- 7 2. The person's or organization's policy of maintaining a drug-
8 free workplace,
- 9 3. Any available counseling, rehabilitation and employee
10 assistance programs, and
- 11 4. Penalties that may be imposed upon employees for drug
12 abuse violations.

13 C. Ensuring that every employee who provides services under this
14 Contract:

- 15 1. Will receive a copy of Contractor's drug-free policy statement,
16 and
- 17 2. Will agree to abide by the terms of Contractor's statement as
18 a condition of employment on this Contract:

19 Payments due Contractor may be subject to suspension or termination for
20 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29
21 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in
22 Government Code Section 8357, the City shall not be required to ensure that Contractor
23 provides a drug-free workplace.

24 Section 13. Non-Discrimination.

25 In connection with performance of this Contract and as refined by
26 applicable federal laws, rules and regulations, Contractor shall not discriminate in
27 employment or in the performance of this Contract on the basis of race, religion, national
28 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

1 It is the policy of City to encourage the participation of Disadvantaged,
2 Minority and Women-Owned Business Enterprises in City's procurement process, and
3 Contractor agrees to use its best efforts to carry out this policy in the award of all
4 approved subcontracts to the fullest extent consistent with the efficient performance of
5 this Contract. Contractor may rely on written representations by subcontractors
6 regarding their status. Contractor shall report to City in March and in September or, in
7 the case of short-term agreements, prior to invoicing for final payment, the names of all
8 sub-consultants engaged by Contractor for this Project and information on whether or not
9 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in
10 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

11 Section 14. Confidentiality.

12 Contractor shall keep confidential all financial, operations and performance
13 records relating to its performance of this Contract ("Data") and shall not disclose the
14 Data or use the Data directly or indirectly other than in the course of services provided
15 hereunder. The obligation of confidentiality shall continue following expiration or earlier
16 termination of this Contract. In addition, Contractor shall keep confidential all information,
17 whether written, oral, or visual, obtained by any means whatsoever in the course of
18 Contractor's performance hereunder for the same period of time. Contractor shall not
19 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
20 others without first obtaining the prior written authorization and consent of the City.

21 All data and other information, in whatever form or medium, compiled or
22 prepared by Contractor in performing its services or furnished to Contractor by City shall
23 be the property of City and City shall have the unrestricted right to use or disseminate
24 same without payment of further compensation to Contractor. Copies of Contractor's
25 work product may be retained by Contractor for its own records.

26 Section 15. Breach of Confidentiality.

27 Contractor shall not be liable for a breach of confidentiality with respect to
28 Data that:

1 (a) Contractor demonstrates Contractor knew prior to the time City
2 disclosed it; or

3 (b) Is or becomes publicly available without breach of this Contract by
4 Contractor; or

5 (c) A third party who has a right to disclose such information does so to
6 Contractor without restrictions on further disclosure; or

7 (d) Must be disclosed pursuant to subpoena, court order, state or federal
8 WIA rules and regulations, federal Department of Labor rules and regulations, or
9 the rules and regulations of any other governmental agency having jurisdiction
10 over WIA administration.

11 Section 16. Notices.

12 All notices required or given pursuant to the provisions hereof may be
13 served either by: (1) enclosing the same in a sealed envelope addressed to the party
14 intended to receive the same at the address indicated herein and deposited postage
15 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)
16 personal service. Such notices shall be effective on the date personal service is effected
17 or the date of the signature on the return receipt. For the purposes hereof, the address of
18 the City and the proper party to receive any such notices in its behalf is the City Manager,
19 City Hall, 333 West Ocean Boulevard, Long Beach, California 90802; and Contractor's
20 address for service of any such notices shall be Long Beach Community College District,
21 4901 East Carson Street, Long Beach, CA 90808, Attention: Gail Schwandner;
22 Telephone No. (562) 938-3248; email address: gschwandner@lbcc.edu.

23 Section 17. Contract Administration.

24 The City Manager, or designee, is authorized and directed, for and on
25 behalf of the City, to administer this Contract and all related matters, and any decision of
26 the City Manager, or his designee, in connection herewith shall be final.

27 Section 18. Corporate Status.

28 If the Contractor is a corporation, Contractor shall, as a condition precedent

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 to the effectiveness of this Contract, submit to City proof of good standing of the
2 corporate status.

3 Section 19. Entire Agreement.

4 This document fully expresses all understandings of the parties concerning
5 all matters covered and shall constitute the total Agreement. Except for the adjustments
6 of Exhibits "B" and "C" as provided in Section 4 hereof, no addition to or alteration of the
7 terms of this Contract whether by written or oral understanding of the parties, their
8 officers, agents or employees shall be valid unless made in writing and formally adopted
9 in the same manner as this Contract.

10 Section 20. Captions and Organization.

11 The various headings and numbers herein and the grouping of the
12 provisions of this Contract into separate Sections, paragraphs and clauses are for the
13 purpose of convenience only and shall not be considered a part hereof, and shall have no
14 effect on the construction or interpretation of any part of this contract.

15 Section 21. Tax Identification Number.

16 Contractor's Tax Identification Number is [REDACTED]

17 Section 22. Authorization to Execute.

18 Contractor warrants and affirms to City that any and all persons signing this
19 Contract are authorized and empowered to so sign and that the execution of this Contract
20 by such person or persons does bind Contractor to all terms, covenants and conditions of
21 this Contract.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

LONG BEACH COMMUNITY COLLEGE DISTRICT

Dated: _____, 2007

By [Signature]
Title INTR. SV ADMIN SERV

Dated: _____, 2007

By _____
Title _____
"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: July 11^{c/c}, 2007

By Christine J. Shippy
Assistant
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Contract is hereby approved as to form this 28th day of June, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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GJA:ikm 07-02621
Contract 6/5/07

Standard Agreement

AGREEMENT NUMBER 88A0027
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of Transportation
- The term of this Agreement is: **November 15, 2006 through November 14, 2007**
 CONTRACTOR'S NAME
City of Long Beach
- The maximum amount of this Agreement is: **\$388,300.00**
Three hundred eighty-eight thousand three hundred dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference, made a part of the Agreement.

Exhibit A – Scope of Work	11 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GTC 306)	On-line
Exhibit D - Special Terms and Conditions	7 Pages
Attachment 1 – Detailed Budget	1 Page
Attachment 2 – Meeting Minutes	20 Pages
Attachment 3 – Contractor Certification Clauses (CCC-1005)	4 Pages
Attachment 4 – Accounting and Audit Guidelines	4 Pages

APPROVED AS TO FORM
 _____ *11-8, 2006*
ROBERT E. SHANNON, City Attorney
 3y *Charles Parkin*
PRINCIPAL DEPUTY CITY ATTORNEY

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

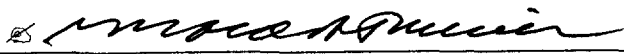
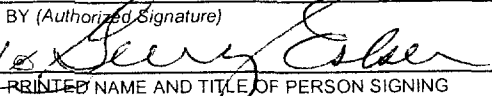
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Long Beach		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11-16-06	
PRINTED NAME AND TITLE OF PERSON SIGNING GERALD R. MILLER, CITY MANAGER		
ADDRESS 3447 Atlantic Avenue, Long Beach, CA 90807		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/22/06	
PRINTED NAME AND TITLE OF PERSON SIGNING ED WALKER, Contract Officer		
ADDRESS 1727 30th Street, MS-65, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: PCC §10295

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. The work to be performed under this Agreement shall be in accordance with the Contractor's Scope of Work entitled "City of Long Beach Workforce Development Bureau – Construction Apprenticeship Pathways".
2. The services shall be performed at various locations throughout the City of Long Beach area.
3. This Agreement will commence on the start date **November 15, 2006** as presented herein or upon approval by the State, which ever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on **November 14, 2007**. The parties may amend this agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor: City of Long Beach
Section/Unit: Office of Civil Rights/DBE/OJT Programs	Section/Unit:-----
Contract Manager: Rosalyn Durham	Project Manager: Teresa Magallanes Coronado
Address: 1823 14 th Street	Address: 3447 Atlantic Avenue
Sacramento, CA 95814	Long Beach, CA 90807
Phone: (916) 445-0453	Phone: (562) 570-3700
Fax: (916) 324-8760	Fax: (562) 570-3794

5. Detailed description of work to be performed and duties of all parties:

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**CITY OF LONG BEACH WORKFORCE DEVELOPMENT
BUREAU**

CONSTRUCTION JOBS INITIATIVE

Background

For the past 18 years the City of Long Beach Workforce Development Bureau (Bureau) and the Greater Long Beach Workforce Development Board (Board) have successfully provided employment and training services to the greater Long Beach community. This success includes outcomes accomplished through the Greater Long Beach Construction Training and Employment Program (CTEP), which was funded by the California Department of Transportation and served 337 individuals, 233 of whom completed training and 194 entered employment. The Construction Apprenticeship Pathways (CAP) Program, the Intensive Union Application Preparation (IUAP) Program, and On-the-Job Training (OJT) Program under the Bureau's Construction Jobs Initiative (CJI) will build upon the success of CTEP through the activities and strategies outlined below.

Long Beach is the fifth largest city in California with a population of 487,100 and, as designated by Census 2000, is the most diverse large city in the nation. Comprised of 44 percent Hispanic, 28 percent Whites, 10 percent Blacks, and 13 percent Asians, Long Beach has become even more diverse over the past 15 years, largely due to rapid growth among the Hispanic population. Between 1990 and 2003, the Hispanic population increased from 23 percent to its current 44 percent.

As of 2000, 27 percent of Long Beach adults did not have a high school diploma, only 24 percent had a bachelor's degree, and more than 14 percent had less than a 9th grade education. In the North, West and Southwest areas of Long Beach, 39, 27 and 42 percent of adults respectively did not have a high school diploma and only 9, 21, and 15 percent respectively has a bachelor's degree of higher. Among Long Beach youth 16-24 years of age, 21.1 percent were high school dropouts compared to 16.9 percent for California and 19.4 percent were both jobless and out of school compared to 15.8 percent for California.

The percentage of Long Beach residents living in poverty grew from 16.2 percent in 1990 to 24.1 percent compared to 13.4 percent for all of California. Consistent with the data on educational attainment, the percentage of individuals living in poverty is more

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pronounced in the North (24.1 percent), West (18.9 percent), and Southwest (35.8 percent) areas of Long Beach.

Total employment in Long Beach has averaged around 164,000 jobs over the past 13 years, with a high of 175,000 in 1995 and a low of 152,000 jobs during the 1992-93 recessions. As of June 2005, the annual unemployment rate was 6.5 percent compared to 5.6 percent for all of Los Angeles County.

The Southern California Region's construction sector is the largest in the State providing an estimated 325,000 jobs, more than two-fifths of all construction jobs in the State. In Los Angeles County alone, construction employment is projected to grow by more than 17 percent by 2008. To sustain the projected growth, California's construction industry will require about 16,500 workers annually and an additional 14,500 workers will be needed each year to replace retirees and those leaving the industry. Significant development in Long Beach has created thousands of job opportunities for Long Beach residents with skills in the construction trades. However, the pool of skilled workers is not sufficient to meet the industry's current or projected demand.

Target Group

To capitalize on the opportunities created by these labor shortages, the Bureau's Construction Jobs Initiative with Caltrans funding will provide critically needed services to residents in neighborhoods experiencing the lowest levels of education and employment and the highest rates of crime and poverty. Specifically, outreach efforts will target low-income individuals, minorities, women, individuals recovering from substance abuse, and offenders (felons and non-felons) from the Los Angeles Region and northern Orange County (with a focus on the Cities of Long Beach and Signal Hill) who have the interest, aptitude and motivation to prepare themselves for careers in the high paying skilled construction trades. The Bureau will use the above criteria as general guidelines in determining eligibility for enrollment in the training program. The Bureau will also consider other relevant criteria in determining a student's eligibility for training.

Recruitment strategies will target individuals residing within the federal Targeted Employment Areas (TEAs). By definition, these TEAs are designated by the US Department of Housing and Urban Development as having 51% or more of its residents living at low or moderate-income levels due to long-term unemployment. Specific outreach efforts focus on recruiting residents through faith based organizations, such as Baptist and Catholic Churches located in Long Beach Police Beats 4, 5, and 7, which represent neighborhoods with the largest incidence and increase in violent crime this past year.

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As of March 2006, the Bureau's Construction Jobs Initiative, in partnership with key members of local faith-based organizations, began intense outreach activities. Bureau staff conducts on-site informational presentations on the full array of workforce development services available to the public. Individuals expressing an interest or need are given an individual appointment to meet with an Employment Specialist within the next five (5) days. Sequential appointments are scheduled promptly to fast track the application/enrollment process. As a result, interested individuals are able to complete required application steps and actively participate in program activities within 3-4 weeks of original presentation. Collaboration between Bureau staff and faith-based organization continues while participant is enrolled in the program; maintaining close communication facilitates early identification of potential barriers in successfully completing the program. Staff is able to address such obstacles prior effecting the participant's training progress and their employability.

Program Goals/Outcomes

The Bureau's Construction Jobs Initiative (CJI) Training Programs will incorporate vocational and hands-on training, academic enrichment, soft skills training, employment preparation services, on-the-job training, and intensive union application preparation training for a total of 145 individuals during the one-year Agreement period. The Bureau will conduct four (4) Construction Apprenticeship Pathways (CAP) pre-apprenticeship training cycles, three (3) Intense Union Application Preparation (IUAP) training cycles, and fifteen (12) On-the-Job Training (OJT) agreements.

In order to meet this target enrollment, there will be an average of 25 individuals enrolled in each of the CAP training cycles, and approximately 15 individuals enrolled in each of the IUAP training cycles, 12 individuals will be enrolled to receive on-the-job training with a specific employer, plus an additional 12 over the one-year period who will receive assistance to obtain employment directly from employment preparation activities.

Based upon historical OJT/Pre-apprentice program data relative to dropout rates for similar programs, it is anticipated that approximately one hundred and twenty-three (123) individuals will complete a training program components.

The overall one-year job placement goal for those completing training will be ninety-eight (98) individuals placed into full-time employment of which 30 percent or (29 individuals) will enter Union Apprenticeship Programs.

For this Agreement, job placement is defined as one or more of the following:

- A minimum of two hundred (200) hours of unsubsidized employment in highway construction or skilled trade-related occupations.

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- Enrollment in an approved Division of Apprenticeship Standards Apprenticeship Program, with an emphasis on placing trainees with construction contractors who are participating in highway construction, transit or other public works jobs.
- Employed with a construction contractor on any construction project in a non-management capacity. This type of placement will be considered only after it has been determined and documented that the previous alternatives are not successful for the individual.

The CAP Program will target final placements in any of the following major crafts:

- Carpenters
- Cement Masons
- Construction Laborers
- Electricians
- Iron Workers
- Operating Engineers
- Pile Drivers
- Pipefitters

CAP Program goals for the one-year project period are as following:

Activity	Year One Goal
Enrollment Goal	160
• Trainees Enrolled	145
• Additional Enrollments	12
Completion Goal	123
Placement Goal	98
Entered Union Apprenticeships	29
Retention Goal	80

Program Activities/Services

1. Outreach and Recruitment

Outreach and recruitment will be accomplished primarily through partners involved with the delivery of services at the Career Transition Center (CTC) for the initial period of this Agreement. As of July 2006, the Bureau will be launching a satellite version of the CTC – Renaissance Square Career Center. The Bureau has direct oversight of the CTC and the Renaissance Square Career Center, serving as One-Stop Career Centers where job seekers receive the tools necessary to compete in

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today's labor market. Programs and services of numerous agencies are available and represented to make job seekers' career transitions the smoothest possible.

To ensure materials are effective in reaching the diverse population of Long Beach, outreach materials will be available in English, Spanish, and Khmer languages and will be distributed through the TEAs, housing communities, neighborhood associations, and One-Stop Career Center partners. To enhance service to low-income and minority residents, recruitment strategies will target individuals residing within the federal Targeted Employment Areas (TEAs) as described above through the myriad of partners committed to the project including Women In Non-Traditional Employment Roles, the Long Beach Policy Department, and the Long Beach Youth and Gang Violence Prevention Task Force.

2. Orientation

Group orientations will be conducted weekly and will be facilitated by the Construction Jobs Initiative (CJI) Employment Specialist who has more than 6 years of experience as an Employment Specialist, including serving as the Lead Specialist on other successful construction apprenticeship programs, and an extensive background working with and placing hard-to-serve individuals. Each session will include an overview of program services, job opportunities and career ladders available in the construction trades and an evaluation of academic gaps, vocational history, career interests, motivation, goals, and barriers to employment.

3. Assessment

The CJI Employment Specialist will document each individual's needs through a comprehensive assessment of skills and barriers. For certain individuals, this may include a formalized assessment focused on specific occupational skills and aptitudes. The assessment results will assist the Employment Specialist to initiate an Individual Employment Plan (IEP). Individuals not found to be suitable and/or ineligible for participation will be referred to other agencies and services based upon the individual's needs and circumstances.

4. Eligibility Determination

The CJI Eligibility Specialist will conduct formal program eligibility determinations. Documentation collected will ensure sufficient data is entered into the WDB's database to support monitoring of targeted enrollment goals and performance outcomes. All germane documentation supporting eligibility will be maintained in the individual's case file.

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5. Construction Related Training

As noted above, the Program will incorporate vocational and hands-on training, academic enrichment and employment preparation services through the four (4) CAP training cycles, the three (3) IUAP training cycles, and twelve (12) OJT training agreements, plus an additional 12 individuals will receive assistance to obtain employment directly from employment preparation activities during the one-year agreement period.

Each CAP training cycle will cover a maximum of eleven (11) weeks of fulltime training, consisting of 398 hours of instruction combined with hands on assignments, each IUAP training will cover a maximum of four (4) weeks of fulltime training, consisting of 100 hours of instruction and assignments, and each OJT agreement will consist of approximately four (4) weeks or 160 hours of full time training. Detailed training description for each component follows:

➤ **Construction Apprenticeship Pathways (CAP) Pre-Apprenticeship Training**

Both Long Beach City College (LBCC) and Boys2Men, Girls2Women Foundation, Inc. will provide vocational training. LBCC will deliver core training services primarily at its Pacific Coast Campus through a full-time, dedicated instructor with many years' experience in the construction trades and key industry partners.

Each training cycle will provide 320 hours of training over a 10-week period (32 hours per week). A total of 136 hours will be delivered in a lecture setting and include trade theory, trade-math, union requirements, tools of the trade, structure of the trade, working conditions, and career ladder opportunities. A total of 144 hours are dedicated to hands-on lab experience consisting of concrete pouring and finishing, basic masonry and framing techniques, dry-wall installation, and rebar. Trainees will be exposed to each of these key trade elements by constructing a wall structure onsite at LBCC or through on site participation in the City's Public Works Department Sidewalk Repair Project, the Boeing Douglas Park Redevelopment Project, or various other Public Works projects.

The curriculum also includes 40 hours of computer training and basic math skills remediation to ensure each trainee's math skills meet the requirements of various trades in the construction industry. Trainees will be assessed to determine their level of basic skills and will be provided small group instruction and tutoring in areas of deficiency. Trainees successfully completing the 320-hour course will receive a Certificate of Completion from LBCC.

During 10 of the 11-week period trainees will also attend Soft Skills Workshops three hours per week (30 hours). These workshops will be conducted by the CJI Employment Specialist and will focus on key topics including labor market information, transferable skills, resume writing, job search techniques,

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interviewing skills, job retention skills, positive work habits, anger management, conflict resolution, budgeting, life planning, managing long hours, transportation issues, drug and alcohol awareness, and regulations and industry testing procedures.

Additionally, each 10-week training cycle will be supplemented by a 6-day course (48 hours) in Hazardous Waste Operations and Emergency Response (HAZWOPER) training, Refinery Safety Operator (RSO) training, and CPR/First Aid training, provided by the non-profit organization Boys2Men, Girls2Women Foundation, Inc. The Foundation's instructor has been providing HAZWOPER training for more than 20 years and holds numerous training certifications. Upon successful completion, trainees will receive certification in RSO, HAZWOPER, and CPR/First Aid, which will further increase their employability in the construction industry. The curriculums will consist of the following:

Hazardous Waste Operations and Emergency Response (HAZWOPER) - designed to ensure workers are aware of the potential hazards they may encounter and provide the necessary knowledge and skills to perform their work with minimal risk to their safety and health. Workers will be trained to recognize hazards and to prevent them; to select, care for and use respirators properly as well as other types of personal protective equipment; to understand engineering controls and their use; to use proper decontamination procedures; to understand the emergency response plan, medical surveillance requirements, confined space entry procedures, spill containment program, and any appropriate work practices. Learning objectives include: Basic Principles of Chemistry, Blood borne Pathogens, Decontamination, Drum Handling, Hazardous Communications, Hearing Conservation, Heat Stress, Identification of Hazardous Materials, Levels of Responders, Medical Surveillance, Protective Clothing, Regulation Overview, Spill Containment, and Toxicology.

Refinery Safety Overview (RSO) - provides initial training of new employees in Process Safety Management (PSM) and information in terminology that is understandable and easy to follow thus reducing needless accidents. Learning objectives include: Understanding the role of OSHA in job-site safety, Understanding Hazardous Communications, Understanding Emergency Plans, Understanding basic Toxicology, Understanding Exposure Monitoring, Understanding the proper use of Personal Protective Equipment, Understanding the proper use of Respiratory Protection Equipment, Understanding the proper use of Hearing Protection, Understanding the effects of Heat Stress, Understanding Safe Work Practices, and Understanding Process Safety.

CPR/First Aid - lecture and hands-on practice on CPR, how to recognize and treat Heart Attacks and Stokes, discussion of blood borne pathogens and

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prevention of disease transmission, choking and rescue breathing, recognizing seizures, bleeding and shock, wounds, burns, head and spine injuries, bone joint and muscle injuries, sudden illness (fainting, diabetic emergencies), poisoning, cold/heat-related emergencies, rescuing and moving victims. Learning Objectives include: Adult, Child and Infant CPR, Chocking Procedures (Heimlich Maneuver), Prudent Heart Living, Recognizing and treating Heart Attacks, Strokes, and Seizures, Pediatric Basic Life Support, Standard First-Aid, Rescue Breathing, and Risk Factors for Heart Disease, Heart Attack, and Stroke.

➤ **Intense Union Application Preparation (IUAP) Training Course Description**

- **Work Ethics** **24 hours**
 - Diversity Training
 - Leadership
 - Motivation
 - Creativity / Innovation
 - Teamwork and Attitude
 - Character / Integrity
 - Sexual Harassment
 - Types of Harassment
 - The Cost of Harassment
 - Guidelines to Prevent Harassment

- **Application Process and Requirements** **24 hours**
 - Application Process
 - Exam Taking Techniques
 - Tool Recognition in Various
 - Carpenter
 - Landscaper
 - Block Mason
 - Mason
 - Electrician
 - Iron Worker
 - Pipe Fitter
 - Laborer / HAZMAT- Environmental Tech.
 - Surveyor
 - Logic and Reasoning

- **Transportation** **26 hours**
 - Traffic Control
 - General Vehicle Procedures
 - Work Zone & Station Layout
 - Standard Signals

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- Emergency Vehicle
- Hostile Drivers
- Characteristics
- Do's & Don'ts
- Proper Clothing
- Flagger Qualifications

□ **Safety**

26 hours

- Safety is #1
- Safety Issues
 - Drug-Free Workplace Requirements
- OSHA
 - OSHA 10
 - OSHA 40

➤ **On-the-Job Training (OJT)**

To further enhance training and placement opportunities and overall performance outcomes, Employment Specialist will utilize OJT agreements. OJT agreements, developed and regulated by existing Bureau policies (see Exhibit I), will reimburse an employer up to 50% of an individual's wage during the training period in exchange for the employer agreeing to hire and train the individual. The training period is negotiable between Bureau staff and the employer based on the skills the participant possesses versus the skills desired by the employer. It is anticipated that 15 participants will receive On-the-Job Training at an average cost of \$800.

6. Participant Support

7.

A wide range of supportive services will be available to assist individuals in overcoming obstacles to program participation and employment, including assistance with purchasing required tools for each specific trade and Union Initiation Dues. The attached Supportive Service Matrix (see Exhibit II) identified the type and amount of assistance available per existing Bureau policy.

All services, types and amounts provided will vary according to individual needs and will be documented in the individual's case file. Program staff will assess and conduct an on-going evaluation of the individual's supportive service needs throughout their involvement in the program, including post-employment services.

8. Monitoring and Case Management

Throughout the individual's involvement in the program, intensive one-on-one case management services will be provided by a CJJ Employment Specialist to help guide,

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monitor, and track individuals throughout the program. The progress of each individual will be recorded in the case file. In addition, the Employment Specialist will work closely with instructors and partners, including employers and local union representatives, to ensure the appropriate core and intensive services are made available to transition each participant to employment.

8. Referrals and Job Placement

To enhance placement outcomes, a CJI Employment Specialist will provide specialized job development linking trainees with openings at construction and related job sites throughout the community. The Employment Specialist will work closely with a list of representatives from the union trades to place trainees in union-sponsored apprenticeship programs. In addition, the Bureau has been designated as the first source of referrals of low-income residents to job opportunities on construction projects where federal Section 3 hiring requirements and other local ordinances occur. Also, the Business Services Team of the One-Stop Center will provide job referrals to additional job openings through its recruitment, as well as those listed in CalJOBS and the Bureau's Virtual One-Stop System.

9. Job Retention

To support employment retention and progress toward attaining self-sufficiency, Employment Specialist will provide follow-up services after placement for a minimum of six (6) months. These services will include job coaching and mentoring, career planning and counseling, peer group support, connections to union apprenticeship training programs, educational opportunities, and supportive services to assist graduates with employment retention.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be submitted on Contractor letterhead that includes the address of Contractor, and shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
Office of Civil Rights/DBE/OJT Programs
Attention: Rosalyn Durham
1823 14th Street, MS-79
Sacramento, CA 95814

Invoices must have a least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by Contractor. Acceptable backup documentation includes, but is not limited to, agency's process payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of Project costs.

Payments to Contractor can only be released by State as reimbursements of actual allowable Project costs already incurred and paid for by Contractor.

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

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- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rates

Rates for these services may be found on Attachment 1 of this document.

5. Cost Principles

- A. The Contractor agrees to comply with Office of Management and Budget (OMB) circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments.
- B. Contractor agrees, and will assure that its contractor and subcontractors will be obligated to agree that: (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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- C. Any Project costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayments by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

6. Failure To Pay

Upon written demand by State, any overpayment to Contractor of amounts invoiced to State shall be returned to State.

Should Contractor fail to refund any moneys due State as provided herein or should Contractor breach this Agreement by failing to complete Project without adequate justification and approval by State, then, within thirty (30) days of demand, or within such other period as maybe agreed to in writing between the Parties hereto, State, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to State for each Project, from future apportionment, or any other funds due contractor from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future State Funded projects proposed by Contractor.

Contractor acknowledges that the signatory party represents the Contractor and further warrants that there is nothing that would restrict or otherwise limit State's ability to recover State Funds improperly spent by Contractor in contravention of the terms of this Agreement.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

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SPECIAL TERMS AND CONDITIONS

1. The **Contractor's Certification Clause, CCC-1005** is attached hereto, **Attachment 3** and made a part of this Agreement.

2. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Office file, and the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- A. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

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5. Contractor's Reports and/or Meetings

- A. The Contractor shall submit progress reports at least once a month to allow the Contract Manager to determine if the Contractor is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. The Contractor shall meet with the Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, the Contractor shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Contract shall contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of the Contractor exceed \$5,000.

6. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

7. Disadvantaged Business Enterprise (DBE) Participation (Without an Availability Advisory Percentage)

- A. The Department has not established a DBE availability advisory for this Agreement. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist the state in meeting its federally mandated statewide overall DBE goal.
- B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable

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requirements of 49 CFR part 26 in the award and administration of US DOT- assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

8. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are *pertinent to the Agreement* for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Article.

9. Federal Lobbying Activities Certification

- A. The Contractor certifies, to the best of his or her knowledge and belief, that:
No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, Grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

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connection with this Federal Agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. 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.
- D. The Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

10. Rebates, Kickbacks and Other Unlawful Consideration

The Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

11. Prohibition From Bidding

This Agreement is subject to the provisions of Section 10365.5 of the Public Contract Code which states: "No contractor who has been awarded a consulting services Agreement may submit a bid for, nor be awarded an Agreement for, the provision of services, goods and supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services Agreement."

12. Consultant Contractor's Rights and Obligations

The Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service Contractor are applicable to this Agreement.

13. Audit Review Procedures

This Agreement is subject to a post-award audit. After any post award audit recommendations are received, the Agreement shall be adjusted by the Contractor and approved by the Contract Manager to conform to the audit recommendations. The Contractor agrees individual items of cost may be

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incorporated into the Agreement at the State's sole discretion. Refusal by the Contractor to incorporate the interim or post award recommendation will be considered a breach of the Agreement terms and cause for termination of the Agreement.

State reserves the right to conduct technical and financial audits of Project work and records when determined to be necessary or appropriate and Contractor agrees, and shall require its contractors and subcontractors to agree, to cooperate with State by making all appropriate and relevant Project records available for audit and copying as required in Exhibit D #8 Retention of Records.

Contractor, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Contractor, its Contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by State.

Contractor is required to have an audit in accordance with the Single audit Act of the Office of management and Budget (OMB) Circular A-144 if it receives a total of \$500,000 or more in Federal Funds in a single fiscal year.

Contractor agrees to include all costs of this Agreement in the schedule of projects to be examined in Contractor's annual audit and in the schedule of project to be examined under its single audit prepared in accordance with the OMB Circular A-133.

An Indirect Cost Rate Proposal and Central Service Cost Allocation Plan and related documentation are to be provided to State (Caltrans Audits & Investigations) annually for review and approval prior to Contractor seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

Contractor shall use its own State or Federal Funds to finance the local share of eligible costs and all Project expenditures or contract items ruled ineligible for financing with State or Federal Funds. State shall make the final determination of Contractor's cost eligibility for State or Federal Funded financing with respect to claimed Project costs.

Payments to Contractor for Project related travel and subsistence (per diem) expenses of contractor forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Contractor are in excess of DPA rates, Contractor is responsible for the cost difference, and any overpayments inadvertently paid by State shall be reimbursed to State by Contractor on demand.

EXHIBIT D
Standard Agreement

14. Debarment and Suspension Certification

- A. The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. does not have a proposed debarment pending; and
 4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to the Department of Transportation. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply the initiating agency, and the dates of agency action.

15. APPENDIX A

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with regulations:** The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be

EXHIBIT D
Standard Agreement

performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 2. cancellation, termination or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the State Department of Transportation or any Federal funding 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 supplier as a result of such direction, the Contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

City of Long Beach
 Workforce Development Bureau
 Construction Apprenticeship Pathways (CAP) Program
 Grant Agreement# 88A0027

BUDGET

STAFF POSITION	TOTAL COST
Program Manager	\$ 20,255.13
Employment Specialist	\$ 59,636.47
Employment Specialist (Contractor)	\$ 13,200.00
Eligibility Specialist (for 6 months)	\$ 1,813.11
Accounting Clerk	\$ 3,138.53
Total Salaries	\$ 98,043.24
Fringe Costs @45%	\$ 44,119.46
TOTAL PERSONNEL AMOUNT	\$ 142,162.70

TRAINING COSTS

Contractual (LBCC) Pre-Apprenticeship Trng. (\$168.66/hr. X 320 hrs.)	3 classes	\$ 53,971.20 per class	\$ 161,913.60
Contractual (LBCC) GED Prep & Exam Fee	17 Slots	\$150.00 ea.	\$ 2,550.00
Contractual (Boy2Men)	3 classes	\$ 7,000.00 per class	\$ 21,000.00
Total Contractual Amount			\$ 185,463.60
IUAP Training Costs (Instructional Guides, Videos, CD, & Study Guide)			\$ 14,200.00
Algebra - College Fees & Book Cost	10 Slots	\$290.00 ea.	\$ 2,900.00
Total IUAP Training Amount			\$ 17,100.00
On-the-Job Training	8 Slots	\$800.00 ea.	\$ 6,400.00
Total OJT Amount			\$ 6,400.00
Trainees Supplies			\$ 4,000.00
Training Materials			\$ 4,843.70
Total Supplies & Materials Amount			\$ 8,843.70
TOTAL TRAINING COSTS AMOUNT:			\$ 217,807.30

OFFICE EXPENSES

Supplies/Postage (Additional \$ to cover follow-up activities, outreach printing & mailing, graduation expense)	1st Year	\$2, 500.00 per year	\$ 2,500.00
Travel/Local Mileage			\$ 1,200.00
TOTAL OFFICE EXPENSES:			\$ 3,700.00

Participant Support

Supportive Services (child care, transportation, etc.)	1st Year	\$15,000.00 per year	\$ 15,000.00
Union Initiation Fees	21 Placements	\$300.00 per placement	\$ 6,300.00
TOTAL PARTICIPANT SUPPORT:			\$ 21,300.00

Other Expenses

Operating Expenses (rent, utilities, etc.)			\$ 3,330.00
TOTAL OTHER EXPENSES:			\$ 3,330.00
Grand Total			\$ 388,300.00



CITY OF LONG BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT
WORKFORCE DEVELOPMENT BUREAU

3447 ATLANTIC AVENUE • LONG BEACH, CALIFORNIA 90807 • (562) 570-3703 • (800) 292-7200 • FAX (562) 570-3749

August 25, 2006

Rosalyn Durham
Contract Liaison
California Department of Transportation
Office of Civil Rights
Disadvantage Business Enterprise/On-The-Job Training Programs
1823 14th Street, MS 79
Sacramento, CA 95814

Ms. Durham:

Enclosed, you will find the City of Long Beach Council Letter of Recommendation and Minutes approving City Manager to execute a contract between the City and the California Department of Transportation in the amount of \$388,300.00 to provide employment development services under the Construction Jobs Initiative / Construction Apprenticeship Pathways Program. Item number ten (10) in the minutes documents approval.

Please do not hesitate to contact me should you need additional information or clarification regarding this matter.

Thank you,

Teresa Magallanes Coronado
Program Manager



CITY OF LONG BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802

October 18, 2005

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager to execute a contract between the City of Long Beach and the California Department of Transportation in the amount of \$388,300 to provide services for the Construction Apprenticeship Pathways Program for the period of November 1, 2005 through October 31, 2006; and increase appropriations by \$388,300 in the Community Development Grant Fund (SR 150) in the Department of Community Development (CD). (Citywide)

DISCUSSION

The Southern California Region's construction sector is the largest in the State, providing about 325,000 construction jobs. In Los Angeles County alone, construction employment is expected to grow by more than 17% by 2008, an increase of more than 19,000 new construction jobs. Significant development in Long Beach has created thousands of job opportunities for Long Beach residents with skills in the construction trades. However, the pool of skilled workers is not sufficient to meet the industry's current or projected demand. Therefore, the Community Development Department collaborated with the Long Beach Community College District to develop the Construction Apprenticeship Pathways Program (CAP) to meet the construction industry's need for skilled workers.

The Department submitted a proposal to the California Department of Transportation (Caltrans) for funding to supplement CAP. Caltrans has notified the City of an award of \$388,300 and anticipates awarding additional funds for the Program in 2006. The funding will support the training and employment needs for an additional 300 Long Beach residents through the provision of vocational training, academic enrichment and employment preparation services.

To enhance service to low-income and minority residents, recruitment strategies will target individuals residing within the City's Targeted Employment Areas (TEAs) through the myriad partners committed to the project including Women in Non-Traditional Employment Roles (W.I.N.T.E.R.), the Long Beach Ministers Alliance, and the Long Beach Youth and Gang Prevention Task Force.

This letter was reviewed by Deputy City Attorney Everett L. Glenn on September 19, 2005 and Budget Management Officer David Wodynski on October 7, 2005.

HONORABLE MAYOR AND CITY COUNCIL
October 18, 2005
Page 2

TIMING CONSIDERATIONS

City Council action is requested on October 18, 2005 to facilitate processing of the required documents.

FISCAL IMPACT

The funds for this award have not been budgeted; therefore, an appropriation increase of \$388,300 is requested in the Community Development Grants Fund (SR 150) in the Department of Community Development (CD). The appropriation increase is included in the recommended action. There is no impact on the General Fund.

SUGGESTED ACTION:

Adopt recommendation.

Respectfully submitted,



PATRICK H. WEST
DIRECTOR OF COMMUNITY DEVELOPMENT

PHW:ROW:sg
Caltrans.05

APPROVED:



GERALD R. MILLER
CITY MANAGER

**CITY OF LONG BEACH
CITY COUNCIL AGENDA**

Bonnie Lowenthal, 1st District
Dan Baker, 2nd District
Frank Colonna, 3rd District
Patrick O'Donnell, 4th District

Gerald R. Miller, City Manager
Larry G. Herrera, City Clerk



Beverly O'Neill, Mayor

**TUESDAY, OCTOBER 18, 2006
COUNCIL CHAMBER, 5:00PM**

Jackie Kell, Vice Mayor, 5th District
Laura Richardson, 6th District
Tonia Reyes Uranga, 7th District
Rae Gabelich, 8th District
Val Lerch, 9th District

Robert E. Shannon, City Attorney

FINISHED AGENDA & MINUTES

Roll Call (05:11 PM)

Present: Lowenthal; Baker; Colonna; O'Donnell; Kell; Richardson; Reyes Uranga; Gabelich; Lerch; Mayor O'Neill

Also present: Gerald Miller, City Manager; Christine Shippey, Assistant City Manager; Robert Shannon, City Attorney; Larry Herrera, City Clerk; Jerry Soriano; City Clerk Assistant.

Mayor O'Neill presiding.

Invocation: Moment of Silence.

Flag Salute: Aaron Joiner.

Presentations by Councilmember Tonia Reyes Uranga, Seventh District, in recognition of community members and organizations for their significant contributions to the Seventh District. (05:13 PM)

Mayor O'Neill spoke regarding the City's response to the phone service outages.

Gerald Miller, City Manager, spoke regarding the City's response to the phone service outages.

Dave Ellis, Fire Chief, spoke regarding the City's response to the phone service outages.

Tim Jackman, Deputy Chief of Police, spoke regarding the City's response to the phone service outages.

Mike Murray, Verizon General Operations Manager, spoke regarding the phone service outages.

Councilwoman Gabelich spoke.

Councilmember Lowenthal moved, seconded by Councilmember Baker, that the minutes of the City Council meeting of Tuesday, October 11, 2005, be approved.

HEARINGS: (06:06 PM)

1. (05-3317) Recommendation to receive supporting documentation into the record; conclude the hearing; and grant the permit, with or without conditions; or deny the permit on the application of Beach Foods and Spirits, Inc., dba Pete's at the Beach, 5755 E. Pacific Coast Highway, for a Permit for Entertainment With Dancing by Patrons at an existing restaurant. (District 3) (06:06 PM)

Action: Approve Recommendation.

Distributed at meeting: Conditions of operation.

Christine Shippey, Assistant City Manager, spoke.

Councilmember Colonna spoke.

Motion: Approve recommendation.
Moved by Colonna, seconded by Baker.

Vote: Approve recommendation. (Carried 8-0)

Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Richardson, Gabelich, Lerch

No: None.

Absent: Reyes Uranga

2. (05-3318) Receive supporting documentation into the record; conclude the hearing; and adopt resolution increasing the civil penalty for a street sweeping parking violation. (Citywide) (06:10 PM)

Action: Approve Recommendation.

Councilmember Baker spoke.

Motion: Approve recommendation and adopt Resolution No. RES-05-0118.
Moved by Kell, seconded by Richardson.

Vote: Approve recommendation and adopt Resolution No. RES-05-0118. (Carried 7-1)

Yes: Lowenthal, Colonna, O'Donnell, Kell, Richardson, Gabelich, Lerch

No: Baker

Absent: Reyes Uranga

PUBLIC COMMENT: (06:13 PM)

Tony Esparza spoke regarding city employee insurance plans.

Thomas Murphy spoke regarding earthquakes.

Annette La Barca spoke regarding the plight of the homeless in the City of Long Beach.

Dennis Dunn spoke regarding a Halloween Film Festival and distributed a copy of his comments.

CONSENT CALENDAR: (06:26 PM)

Action: Approve Recommendation.

Motion: Approve Consent Calendar Items 3-23, except for Items 6, 7, 8, 9, 10, 12 and 13. Moved by Baker, seconded by Lowenthal.

Vote: Approve Consent Calendar Items 3-23, except for Items 6, 7, 8, 9, 10, 12 and 13. (Carried 8-0)

Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Richardson, Gabelich, Lerch

No: None.

Absent: Reyes Uranga

3. (05-3346) Recommendation to authorize City Attorney to submit Stipulations with Request for Award for approval by the Workers' Compensation Appeals Board, and if so approved, authority to pay \$33,320, and \$10,766.25 for a total of \$44,086.25 for claim of Debra Bonesteel-Smith in compliance with the Appeals Board Order.

Action: Approve Recommendation.

4. (05-3347) Recommendation to receive and file the City Auditor's Lease Audit Report concerning Lease Agreement No. 23858 between Golden Shore Recreational Vehicle Park, Inc., and the City of Long Beach.

Action: Approve Recommendation.

5. (05-3356) Recommendation to refer to City Attorney the damage claims received between October 6, 2005 and October 13, 2005.

Action: Approve Recommendation.

6. (05-3320) Recommendation to authorize City Manager to execute contract for federal legislative advocacy services with Smith, Esposito & Lyerly, dba E. Del Smith and Company, Inc., in the amount of \$118,320 for a period of one year. (Citywide) (06:26 PM)

Action: Approve Recommendation.

Councilwoman Richardson spoke.

Councilmember Lowenthal spoke.

Councilmember Colonna spoke.

Councilwoman Gabelich spoke.

Gerald Miller, City Manager, spoke.

Councilwoman Richardson spoke.

Motion: Approve recommendation.
Moved by Colonna, seconded by Lowenthal.

Vote: Approve recommendation. (Carried 9-0)

Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich,
Lerch

No: None.

Absent: None.

7. (05-3321) Recommendation to authorize City Manager to execute a First Amendment to Lease No. 26907 between Kurt Schneider, Lisa Schneider, George Karahalios and Angie Chioles (landlord) and the City of Long Beach for City-leased property at 350 Long Beach Boulevard for use as the Youth Opportunity Center. (District 1) (06:37 PM)

Action: Approve Recommendation.

Councilwoman Gabelich spoke.

Motion: Approve recommendation.
Moved by Gabelich, seconded by Lowenthal.

Vote: Approve recommendation. (Carried 8-0)

Yes: Lowenthal, Baker, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich, Lerch

No: None.

Absent: Colonna

8. (05-3322) Recommendation to authorize City Manager to execute the Second Amendment to Contract No. 28621 with the Orange County Workforce Investment Board to add \$10,000 to the Nurse Workforce Initiative Project; and extend the term of the Contract through December 31, 2005. (Citywide) (06:42 PM)

Action: Approve Recommendation.

Thomas Murphy spoke.

Motion: Approve recommendation.
Moved by Baker, seconded by Kell.

Vote: Approve recommendation. (Carried 7-0)
Yes: Lowenthal, Baker, O'Donnell, Kell, Richardson, Gabelich, Lerch
No: None.
Absent: Colonna, Reyes Uranga

9. (05-3323) Recommendation to authorize City Manager to execute the agreement between the City of Long Beach and the State Department of Education for continued operation of the Even Start Family Literacy Program, for the period of July 1, 2005 through June 30, 2006, and any subsequent amendments as needed to complete the agreement; increase appropriations by \$182,500 in the Community Development Grant Fund (SR 150) in the Department of Community Development (CD); and, execute a contract with the Long Beach Unified School District in the amount of \$162,500 to provide family literacy services. (Citywide) (06:45 PM)

Action: Approve Recommendation.

Thomas Murphy spoke.

Motion: Approve recommendation.
Moved by Richardson, seconded by Baker.

Vote: Approve recommendation. (Carried 7-0)
Yes: Baker, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Lowenthal, Colonna

10. (05-3324) Recommendation to authorize City Manager to execute a contract between the City of Long Beach and the California Department of Transportation in the amount of \$388,300 to provide services for the Construction Apprenticeship Pathways Program for the period of November 1, 2005 through October 31, 2006; and increase appropriations by \$388,300 in the Community Development Grant Fund (SR 150) in the Department of Community Development (CD). (Citywide) (06:48 PM)

Action: Approve Recommendation.

Councilwoman Gabelich spoke.

Motion: Approve recommendation.
Moved by Gabelich, seconded by Richardson.

Vote: Approve recommendation. (Carried 8-0)

Yes: Baker, Colonna, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Lowenthal

Thomas Murphy spoke.

11. (05-3325) Recommendation to refer to Hearing Officer Appeal of Denial of Business License by My Tyme Barber Shop, 5658 Paramount Boulevard. (District 9)

Action: Approve Recommendation.

12. (05-3326) Recommendation to authorize City Manager to execute an agreement with St. Mary Medical Center for a total of \$166,664 for risk reduction counseling and referral services to HIV-positive and high-risk individuals; for a 20-month period contingent upon availability of funds and contractor performance, with the option to renew the subcontract for up to two additional years at the discretion of the City Manager. (Citywide) (06:55 PM)

Action: Approve Recommendation.

Thomas Murphy spoke.

Motion: Approve recommendation.
Moved by Baker, seconded by Colonna.

Robert Bastian spoke.

Vote: Approve recommendation. (Carried 7-0)
Yes: Baker, Colonna, O'Donnell, Richardson, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Lowenthal, Kell

13. (05-3327) Recommendation to authorize City Manager to enter into a contract with Sanofi Pasteur, Incorporated to provide communicable disease and travel vaccines for public health clinics in an amount not to exceed \$150,000 from January 1, 2005 through December 31, 2005, with two one-year renewal options. (Citywide) (06:58 PM)

Action: Approve Recommendation.

Thomas Murphy spoke.

Motion: Approve recommendation.
Moved by Baker, seconded by Colonna.

Vote: Approve recommendation. (Carried 7-0)

Yes: Baker, Colonna, O'Donnell, Richardson, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Lowenthal, Kell

14. (05-3328) Recommendation to authorize City Manager to execute agreements with the County of Los Angeles to provide case management and educational services for adults arrested for Driving Under the Influence. (Citywide)

Action: Approve Recommendation.

15. (05-3331) Recommendation to receive and file the January 1, 2004 to December 31, 2004 Long Beach Marine Advisory Commission Annual Report, and continue the Commission in its existing format for the next calendar year. (Districts 2,3)

Action: Approve Recommendation.

16. (05-3244) Recommendation to adopt revised findings to deny a request for the modification of an approved Conditional Use Permit to allow the relocation of a check cashing business to a newly created commercial storefront at 1240 Gladys Avenue. (Case No. 0202-35 (Modification)) (District 4)

Action: Approve Recommendation.

17. (05-3245) Recommendation to adopt revised findings to deny a Conditional Use Permit for a coin-operated laundromat at 1195 E. 15th Street. Case No. 0503-09) (District 6)

Action: Approve Recommendation.

18. (05-3339) Recommendation to authorize City Manager to execute first amendments to extend the term of each of the following contracts to April 30, 2006, in order to avoid a gap in environmental review services: Agreement No. 28529 with EIP Associates, Agreement No. 28527 with ESA Community Development, Agreement No. 28524 with LSA Associates, Inc., and Agreement No. 28525 with RBF Consulting. (Citywide)

Action: Approve Recommendation.

19. A (05-3333) Recommendation to receive and file the application of Alexis Thao Duong and Danny Hoang Te, dba Long Beach Dairy and Liquor, for a person-to-person transfer of an Off Sale General Alcoholic Beverage Control License, at 725 East 4th Street, with existing conditions. (District 1)

Action: Approve Recommendation.

19. B (05-3341) Recommendation to receive and file the application of Derry 207 Corporation dba Cafe Key Largo on Broadway, for a person-to-person transfer of an On-Sale Beer and Wine Alcoholic Beverage Control License for a bonafide eating place, at 2751 East Broadway with existing conditions. (District 2)

Action: Approve Recommendation.

20. (05-3342) Recommendation to authorize City Manager to execute a Second Amendment to Agreement No. 27726 with Tetra Tech, Inc., to extend the term of Agreement for one year until October 31, 2006; and to increase the total amount of the agreement by \$156,934. (Districts 2,3)

Action: Approve Recommendation.

21. (05-3343) Recommendation to request the City Attorney to accept an easement deed for the widening of the sidewalk adjacent to 5090 Los Coyotes Diagonal. (District 4)

Action: Approve Recommendation.

22. (05-3344) Recommendation to authorize City Manager to execute a Joint Participation Agreement with the City of Cypress for Bloomfield Street Rehabilitation. (District 5)

Action: Approve Recommendation.

23. (05-3348) Recommendation to receive and file the minutes of:
Harbor Commission - October 3, 2005

Action: Approve Recommendation.

REGULAR AGENDA: (07:01 PM)

24. (05-3349) Recommendation requesting City Manager to return to City Council, within 30 days, with a report detailing City policy regarding parkway tree removal and replacement policies and procedures. (07:02 PM)

Action: Approve Recommendation.

Councilwoman Richardson spoke.

Motion: Approve recommendation.

Moved by Richardson, seconded by Reyes Uranga.

Vice Mayor Kell spoke.

Councilmember Reyes Uranga spoke.

Councilwoman Gabelich spoke.

Councilwoman Richardson spoke.

Vote: Approve recommendation. (Carried 8-0)

Yes: Baker, Colonna, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich, Lerch

No: None.

Absent: Lowenthal

25. (05-3350) Recommendation requesting City Attorney to prepare an amendment to Long Beach Municipal Code Section 10.22.080 to create a restriction related to the parking of "for sale" vehicles on 7th Street between Redondo Avenue and Park Avenue and on 2nd Street between Livingston Drive and Ximeno Avenue. (07:09 PM)

Action: Approve Recommendation.

Councilmember Colonna spoke.

Motion: Approve recommendation.

Moved by Colonna, seconded by Baker.

Vote: Approve recommendation. (Carried 8-0)

Yes: Baker, Colonna, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich, Lerch

No: None.

Absent: Lowenthal

26. (05-3357) Recommendation to request City Manager to identify and report back to Council, within 30 days, on all excess revenues, including Transient Occupancy Tax, that are deposited into the City's General Fund; and to direct those funds to restore Library cuts related to hours and materials. (07:10 PM)

Action: Approve Recommendation.

Councilmember O'Donnell spoke.

Councilmember Lerch spoke.

Councilwoman Richardson spoke.

Gerald Miller, City Manager, spoke.

Councilwoman Richardson spoke.

Councilmember Colonna spoke.

Councilmember Reyes Uranga spoke.

Councilmember Lowenthal spoke.

Gerald Miller, City Manager, spoke.

Councilwoman Gabelich spoke.

Councilmember O'Donnell spoke.

Motion: Approve recommendation to identify and report back to Council, within 30 days, on all excess revenues that are deposited into the City's General Fund, so as to be available to restore Library cuts related to hours and materials.
Moved by O'Donnell, seconded by Baker.

Councilwoman Gabelich spoke.

Gerald Miller, City Manager, spoke.

Councilmember Colonna spoke.

Councilmember Reyes Uranga spoke.

Vote: Approve recommendation to identify and report back to Council, within 30 days, on all excess revenues that are deposited into the City's General Fund, so as to be available to restore Library cuts related to hours and materials. (Carried 9-0)

Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Richardson, Reyes Uranga, Gabelich, Lerch

No: None.

Absent: None.

27. (05-3358) Recommendation to request City Attorney and City Manager to review and report back to Council within 45 days, regarding the Long Beach Airport Noise Ordinance with respect to: the current fine structure for late night flights; the recent history of late night violations; and the City's "bridge time" policy. (07:32 PM)

Action: Approve Recommendation.

Councilmember O'Donnell spoke.

Councilwoman Gabelich spoke.

Councilmember Reyes Uranga spoke.

Jan Samson spoke.

Laura Semmer spoke.

Terry McQuaid spoke.

Greg Herweg spoke.

Councilmember O'Donnell spoke.

Motion: Approve recommendation and include airport staff workload in the report back to Council.

Moved by O'Donnell, seconded by Reyes Uranga.

Councilwoman Gabelich spoke.

Vote: Approve recommendation and include airport staff workload in the report back to Council. (Carried 8-0)

Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch

No: None.

Absent: Richardson

Item No. 35 was considered at this time.

Item No. 36 was considered at this time.

28. (05-3359) Recommendation to request City Manager to provide a report on the Southern California International Gateway Project (SCIG); and to communicate comments of the City of Long Beach in response to the Notice of Preparation issued by the City of Los Angeles Harbor Department on September 19, 2005; and direct that matters related to the SCIG be referred to the I-710 Oversight Committee with authority to take appropriate action and prepare recommendations for City Council adoption. (08:22 PM)

Action: Approve Recommendation.

Distributed at meeting: A letter from Nick Sramek.

Councilmember Reyes Uranga spoke.

Councilmember Lowenthal spoke.

Councilmember Reyes Uranga spoke.

Councilwoman Gabelich spoke.

Gerald Miller, City Manager, spoke.

Motion: Approve recommendation.

Moved by Reyes Uranga, seconded by Lowenthal.

Vote: Approve recommendation. (Carried 8-0)

Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Richardson

29. (05-3315) Recommendation to adopt attached resolution authorizing the City's intent to issue Tax-Exempt Multifamily Mortgage Revenue Bonds in an amount not to exceed \$6 million for additional financing for the Decro Scattered Site Housing Rehabilitation Project; and authorize City Manager to execute all documents necessary to complete this transaction as indicated in the resolution. (Districts 1,6,9) (08:36 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Resolution No. RES-05-0119.
Moved by Baker, seconded by Lowenthal.

Vote: Approve recommendation and adopt Resolution No. RES-05-0119. (Carried 8-0)
Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Richardson

30. (05-3329) Recommendation to adopt the attached resolution authorizing the issuance of Multifamily Mortgage Revenue Bonds in the amount of \$2,500,000 for the purpose of providing additional financing for the acquisition and construction of the Jamboree West Gateway Apartments; and approving other related documents and actions; and authorize City Manager to execute all documents necessary to complete this transaction as indicated in the resolution. (District 1) (08:36 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Resolution No. RES-05-0120.
Moved by Lowenthal, seconded by Baker.

Councilmember Lerch spoke.

Vote: Approve recommendation and adopt Resolution No. RES-05-0120. (Carried 8-0)
Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Richardson

31. (05-3330) Recommendation to authorize City Manager to execute a renewal of Tier Technologies maintenance agreement, in an amount not to exceed \$255,670 annually, and the optional support agreement, in an amount not to exceed \$167,670 annually, to support the City's financial systems, with an option for two additional one-year renewal periods. (Citywide) (08:38 PM)

Action: Approve Recommendation.

MOTION: Approve recommendation.
Moved by Baker, seconded by Lowenthal.

Vote: Approve recommendation. (Carried 8-0)
Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Richardson

32. (05-3332) Recommendation to adopt the amended Salary Resolution for Fiscal Year 2006. (Citywide) (08:38 PM)

Action: Approve Recommendation.

Councilmember Reyes Uranga spoke.

Motion: Approve recommendation, with the exception of the Non-Career School Guard, and adopt Resolution No. RES-05-0121.
Moved by Reyes Uranga, seconded by Lowenthal.

Councilmember Lowenthal spoke.

Councilwoman Gabelich spoke.

Mayor O'Neill spoke.

Gerald Miller, City Manager, spoke.

Councilmember Colonna spoke.

Councilwoman Gabelich spoke.

Councilmember Reyes Uranga spoke.

Gerald Miller, City Manager, spoke.

Dennis Head spoke.

Janet Wright spoke.

Tony Esparza spoke.

John Lewis spoke.

Phillip Bernstein spoke.

Ann Smithson spoke.

Vote: Approve recommendation, with the exception of the Non-Career School Guard, and adopt Resolution No. RES-05-0121. (Carried 8-0)
Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch

No: None.
Absent: Richardson

33. (05-3334) Recommendation to authorize City Manager to execute lease by and between the City of Long Beach and the Boys and Girls Clubs of Long Beach, a California nonprofit corporation, for City-owned property located at 1835 West Willard Street, for a term of 30 years at \$1.00 annual rent. (District 7) (09:15 PM)

Action: Approve Recommendation.

Motion: Approve that the item be laid over to the November 1, 2005 meeting.
Moved by Reyes Uranga, seconded by Lowenthal.

Vote: Approve that the item be laid over to the November 1, 2005 meeting. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, Richardson

34. (05-3140) Recommendation to receive and file a PowerPoint presentation on the feasibility of a video monitoring system pilot project on Pine Avenue in the Downtown area. (Districts 1,2) (09:16 PM)

Action: Approve Recommendation.

Distributed at meeting: Long Beach Police Department, Video Monitoring Proposal.

Motion: Approve recommendation.
Moved by Colonna, seconded by Lowenthal.

Councilmember Reyes Uranga spoke.

Councilmember O'Donnell spoke.

Gerald Miller, City Manager, spoke.

Councilwoman Gabelich spoke.

Vote: Approve recommendation. (Carried 6-0)
Yes: Lowenthal, Colonna, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, O'Donnell, Richardson

Item No. 35 was considered following Item No. 27.

35. (05-3335) Recommendation to receive and file the attached monthly Airport activities reports. (District 5) (07:56 PM)

Action: Approve Recommendation.

Vice Mayor Kell spoke.

Councilwoman Gabelich spoke.

Councilmember Reyes Uranga spoke.

Joe Sopo spoke.

Greg Herweg spoke.

Motion: Approve recommendation.
Moved by Reyes Uranga, seconded by Lowenthal.

Councilmember Reyes Uranga spoke.

Vote: Approve recommendation. (Carried 8-0)
Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Richardson

Item No. 36 was considered following Item No. 35 and prior to Item No. 28.

36. (05-3336) Recommendation to receive and file the Annual Long Beach Airport Noise Budget Analysis Report. (District 5) (08:14 PM)

Action: Approve Recommendation.

Motion: Approve recommendation.
Moved by Kell, seconded by Colonna.

Councilwoman Gabelich spoke.

Dennis Dunn spoke.

Vote: Approve recommendation. (Carried 8-0)
Yes: Lowenthal, Baker, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Richardson

37. (05-3352) Recommendation to adopt resolution approving an amendment and restatement of the Harbor Department Salary Resolution. (09:27 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Resolution No. RES-05-0122.
Moved by Colonna, seconded by O'Donnell.

Vote: Approve recommendation and adopt Resolution NO. RES-05-0122. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, Richardson

38. (05-3355) Recommendation to adopt resolution approving the compensation fixed by the Board of Water Commissioners for officers and employees in the Water Department. (09:27 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Resolution No. RES-05-0123.
Moved by Lowenthal, seconded by Colonna.

Vote: Approve recommendation and adopt Resolution No. RES-05-0123. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, Richardson

ORDINANCES: (09:28 PM)

39. (05-3337) Recommendation to declare ordinance amending the Departmental Organization Ordinance read the first time and laid over to the next regular meeting of the City Council for final reading. (Citywide) (09:28 PM)

Action: Approve Recommendation.

Motion: Approve recommendation.
Moved by Lowenthal, seconded by Colonna.

Vote: Approve recommendation. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, Richardson

40. (05-3298) Recommendation to declare the ordinance relating to expansion and alteration of residential uses with nonconforming parking, read and adopted as read. (Citywide) (09:28 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Ordinance No. ORD-05-0037.
Moved by Lowenthal, seconded by Colonna.

Vote: Approve recommendation and adopt Ordinance No. ORD-05-0037. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.

Absent: Baker, Richardson

41. (05-3353) Recommendation to declare ordinance relating to maintaining nonconforming rights to existing driveways in parking impacted areas, read and adopted as read. (Citywide) (09:29 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Ordinance No. ORD-05-0038.
Moved by Colonna, seconded by Lowenthal.

Vote: Approve recommendation and adopt Ordinance No. ORD-05-0038. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, Richardson

42. (05-3354) Recommendation to declare ordinance relating to maintenance of nonconforming parking rights in Area D of the Coastal Zone, read and adopted as read. (District 3) (09:29 PM)

Action: Approve Recommendation.

Motion: Approve recommendation and adopt Ordinance No. ORD-05-0039.
Moved by Colonna, seconded by Lowenthal.

Vote: Approve recommendation and adopt Ordinance No. ORD-05-0039. (Carried 7-0)
Yes: Lowenthal, Colonna, O'Donnell, Kell, Reyes Uranga, Gabelich, Lerch
No: None.
Absent: Baker, Richardson

NEW BUSINESS: (09:30 PM)

Councilmember Reyes Uranga made community announcements.

Councilwoman Gabelich made community announcements.

Councilmember Lowenthal made community announcements.

Councilmember O'Donnell made community announcements.

Councilmember Lerch made community announcements.

At 9:37 P.M., Mayor O'Neill adjourned the meeting.

11-8, 2006



ROBERT E. SHANNON, City Attorney

By Charles Parkin
PRINCIPAL DEPUTY CITY ATTORNEY

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
City of Long Beach		
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
GERALD R. MILLER, CITY MANAGER		
Date Executed	Executed in the County of	
11.16.06	Los Angeles County	

I. CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor

affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ACCOUNTING & AUDIT GUIDELINES FOR CONTRACTS WITH CALTRANS

INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to Caltrans are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements

- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.

- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the Caltrans Audits Office will conduct a preaward evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract

under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

(202) 783-3238

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660

(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

I. CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor

affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ACCOUNTING & AUDIT GUIDELINES FOR CONTRACTS WITH CALTRANS

INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to Caltrans are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements

- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.

- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the Caltrans Audits Office will conduct a preaward evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract

under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

(202) 783-3238

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660

(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

EXHIBIT "B"

STATEMENT OF WORK
Construction Apprenticeship Pathways Program

CONTRACTOR: **Long Beach Community College**
1305 Pacific Coast Highway
Long Beach, CA 90806
(Hereinafter referred to as Contractor)

START DATE: **January 22, 2007 – November 14, 2007**

STATEMENT OF WORK:

In accordance with this contract, Contractor shall assist in operating a 10-week construction trades pre-apprenticeship training program. The class shall have the capacity to train from 25 to 30 individuals per training cycle. Individuals are to be selected by the Contractor. In addition, the Contractor shall ensure that each training session shall include Refinery Safety Overview (RSO) training, Hazardous Waste Operations and Emergency Response Training (HAZWOPER), and CPR/First Aid Training. Contractor shall also provide assistance with career development, job referrals, and job placement with emphasis on Apprenticeship Programs. The College will ensure that the pre-apprenticeship construction training and curriculum will, at minimum meet the following requirements:

- Provide curriculum approved by the State Chancellor's Office;
- Provide a basic orientation designed to inform students of the benefits of the program;
- Provide instructors with experience in teaching "hard to serve" populations, and
- Provide instructors having strong links with labor, trade, and/or employer organizations.

Classroom curriculum may be modified as needed and shall include:

1. Refinery Safety Overview
2. Hazardous Waste Operations and Emergency Response (HAZWOPER)
3. CPR/First Aid

AMOUNT OF CONTRACT:

The Contractor shall be paid on a fee schedule basis per training class identified in Attachment "C." The Construction Apprenticeship classes are \$168.66/hour for 320 hours. Acceptable documentation must be submitted with invoices. This contract is subject to availability of funding and subject to relevant regulations, directives, policies, and procedures.

All fee schedule changes must be approved by the College and processed either through a letter of modification or an amendment to the contract.

INVOICING:

Contractor shall submit invoices and any support documentation within four (4) weeks following the completion of a class to the Project Coordinator.

The Contractor shall be monitored monthly to ensure billing is timely and complete with supporting documentation (i.e., receipts, invoices, sign-in sheets, etc.) if appropriate.

RESPONSIBILITIES:

Bureau shall provide:

Case Management

Contractor shall oversee customer's progress. Assess suitability. Provide referrals if applicable. Determine support service needs.

Recruitment

Recruitment shall be for individuals who possess one or more serious barriers to employment and live within the City's Targeted Employment Areas (TEA). .

Intake/Orientation/Initial Assessment

Group orientations shall be provided in English, Spanish, and Khmer and include an overview of all program services and options including pre-eligibility determination, evaluation of academic gaps, vocational history, career interests, motivations, goals and barriers to employment, previews of the pre-apprenticeship program, and realistic job previews of the construction industry.

Eligibility

Potentially eligible participants may be referred by the College and Contractor will conduct program eligibility determination and ensure appropriate data is entered into the statewide JTA system. All documentation supporting the participant's eligibility requirements will be collected and maintained in the participant's file.

Service Planning

Needs will be addressed through a comprehensive assessment of skills and barriers by the Employment Specialist. Assessment results initiate the participant's Individual Employment Plan (IEP).

Soft Skills and Career Development Workshops

Key workshops on topics specific to the construction and trades industry shall be provided. This includes labor market information, transferable skills, resume writing, job search techniques, interviewing skills, managing long-work hours and transportation issues, and drug and alcohol awareness/regulations/testing in the workplace.

One-On-One Case Management

Intensive one-on-one case management services shall be provided by a designated Employment Specialist. The Employment Specialist shall work with partners including employers and local union representatives to ensure the appropriate core and intensive services are made available to transition each participant to employment and self-sufficiency.

Job Placement Strategies

Through the City's Section 3 guidelines, the College and Contractor will have first source placement opportunities for all graduates. Every effort will also be made to place graduates into individual apprenticeship programs within union trades.

Supportive Services

A wide range of supportive services is available to assist participants in overcoming obstacles to the program and employment. The Employment Specialist will assess the participant's supportive needs on an on-going basis throughout the program, including post-employment services.

Follow-up Services

Follow-up services are provided at the completion of customized placement services to help sustain positive progress toward long-term success and self-sufficiency. Services also assist with employment retention.

The Contractor shall provide:

- Fiscal Administration
- Pre-apprenticeship training
- Computer training and basic math skills remediation
- Tutoring

The pre-apprenticeship training will be provided at the College's Pacific Coast Campus in the Trades and Technical and Industrial (TTI) division. The program shall consist of 8 training cycles, each consisting of 10 full week full time training, and have a teacher/student ration of 1:25. Included in the curriculum is computer training and basic math skills remediation.

Construction Trades 298 consists of lecture, trade theory, and hands-on lab experience including orientation, trade-math, union requirements, tools of the trade job search skills, structure of the trade, working conditions, and career opportunities. One-hundred-forty-four (144) hours are dedicated to hands on experience. This consists of

concrete pouring and finishing, basic masonry and framing techniques, dry-wall installation, and rebar.

The College will provide classroom space, multimedia equipment, construction materials, site, tools, and tutoring.

GENERAL INFORMATION:

The Contractor shall comply with the following guidelines per WIA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.

2. Maintenance of Effort:
 - a) No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
 - b) No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
 - c) No participant shall be employed or job opening filled when (1) any individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated employment with the intention of filing the vacancy so created by hiring a participant whose wages are subsidized under this contract.
 - d) No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

3. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to be in a training program funded under the contract.

CONTRACT CLAUSES:

Contractor shall administer the contract within the policies and procedures mandated by the State Department of Transportation Grant and the Long Beach Community College District and agree to comply with the following contract clauses, as applicable, during the duration of the contract period.

Contractor agrees to comply, as applicable, with:

- The Equal Employment Opportunity Act provisions;
- The Americans with Disabilities Act of 1990;
- The Contract Work Hours and Safety Standards Act;
- The Clean Air Act and Environmental Protection Agency regulations;
- The Energy Policy Conservation Act;

- The Bryd Anti-Lobbying Act;
- The Debarment and Suspension requirements;
- The Copeland "Anti-kickback" Act; and
- The Davis-Bacon Act.

Patent and Copy Rights

The Bureau reserves the exclusive right to seek and obtain a patent or copyright registration on any performance of experimental, developmental, or research work resulting in any invention during the performance of this contract provided in accordance with 37 CFR part 401, as appropriate.

Administrative Dispute Resolution

The College and Contractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Bureau Manager or designee, who shall make the final administrative decision.

Nepotism

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that grantee, subgrantee, or employment agency.

No grantee, subgrantee, or employing agency may hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act, if a member of that person's immediate family is engaged in an administrative capacity for the grant from which that sugrantee or employing agency obtains its funds.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, aunt, uncle, niece, cousin, nephew, stepparent or stepchild.

RECORD MANAGEMENT:

Contractor agrees to maintain records of costs associated or incurred under the contract to account for all money received. All records shall be kept for a period of seven (7) years from the date of final payment is made.

All reports, records, files, etc., generated or maintained in support of or as a result of this contract are subject to review/monitoring and are to be made available during regular business hours to appropriate agencies/representatives for inspection on an as-needed basis.

CONTRACT MODIFICATION:

All requests for contract modification must be in writing and provide detailed justification for such modification(s) and be approved by the appropriate Bureau Manager or designee.

The College may initiative a modification at any time during the contractual term with written concurrence from the Bureau Manager or designee.

EXHIBIT "C"

CITY OF LONG BEACH WORKFORCE DEVELOPMENT BUREAU

LONG BEACH CITY COLLEGE

Contact Information:		
Name:	Michelle Whitfield	
Address:	1305 E. Pacific Coast Highway	Long Beach, CA 90806
	Address	City Zip
Phone:	562-938-3248	Fax: 562-938-3117
Email Address:	mwhitfield@lbcc.edu	

FEE FOR TRAINING SERVICE

CURRICULUM/COURSES	TRAINING TIME	COST
Construction Apprenticeship Classes	\$168.66/Hour x 320 Hours =	\$53,971.20
	3 Classes @\$53,971.20 ea. =	\$161,913.60
Training Costs not to Exceed:		\$165,000.00