

# Attachment B

This page intentionally left blank.

STATE: California  
EWP PROJECT: Monterey County,  
2020 River Fire,  
Carmel Fire, and  
Dolan Fire, Install  
or Complete approved  
measures in  
## DSR's per Section  
A of Agreement.

AGREEMENT NO.: \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - LOCALLY AWARDED CONTRACT

**THIS AGREEMENT** is between **Monterey County**, hereinafter called the **Sponsor**; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called **NRCS**.

**WITNESSETH THAT:**

**WHEREAS**, under the provisions of 33 U.S.C. 2203, as amended, 7 CFR Part 624, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

**WHEREAS**, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by the **2020 River Fire, Carmel Fire, and Dolan Fire**.

**NOW, THEREFORE**, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. **It is agreed** that the following described work is to be constructed at an estimated cost of **\$\$\$**.

**Install or Complete** EWP measures in the following **##** approved DSR's:  
DSR **###** -

- B. **The Sponsor will:**

1. Provide **25 percent** of the cost of the construction described in Section A through cash contribution and/or in-kind services approved in this agreement.

Be allowed **5 percent** for in-kind services of the final cost of construction toward the Sponsor's cost share. In-kind services approved are for developing contract documents and providing for inspection and oversight for a local contract(s) administered by the Sponsor to install this work.

The Sponsor's cash contribution is **20 percent** of the cost of performing the works of restoration described in Section A. The Sponsor's cash contribution is estimated to be **####**.

2. Designate the following individual as the liaison between the Sponsor and NRCS.

Mr. Tom Moss

(Name)

1441 Schilling Place, 2<sup>nd</sup> Floor

(Street)

Salinas, CA 93901

(City, State and Zip Code)

(831) 755-5847

(Phone)

The Sponsor's Federal Employer's Identification No. is 94-6000524. The Sponsor's DUNS No. is 076298439.

3. As needed, prepare a design, construction plans and specifications, in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS for review prior to advertising for bids/offers.
4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on *Form NRCS-ADS-78*, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required).
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in *Section A*.
6. Contract for construction of the emergency watershed protection measures described in *Section A* in accordance with applicable state requirements, using approved construction drawings, plans and specifications developed by the Sponsor and reviewed and approved by NRCS. Provide all required inspection of work.
7. Comply with the applicable requirements in **Attachments A and B** to this agreement.

8. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in **Attachment B** to this agreement.
9. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
10. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
11. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on *Form SF-270*, Request for Advance or Reimbursement with supporting documentation.
12. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
13. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.
14. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
15. Retain all records dealing with the award and administration of the contract(s) for three (3) years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
16. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in

understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

**C. NRCS will:**

1. Provide **80 percent** of the cost of constructing the emergency watershed protection measures described in Section A which includes **5 percent** approved for in-kind services toward the Sponsor's **25 percent** cost share. This cost to NRCS is estimated to be **\$####**. If construction is not completed, NRCS is under no obligation to pay for in-kind services costs incurred by the Sponsor.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will participate in inspections during construction with County Staff as needed.
3. Review and approve construction plans as identified in *Section B.3* of this agreement.
4. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of *Form SF-270*, Request for Advance or Reimbursement.
5. Be available to conduct progress checks and participate in final inspections.
6. Designate the following individual as the liaison between the Sponsor and NRCS.

**Greg Norris, Assistant State Engineer**  
(Name)

**430 G St.**

**Davis, CA 95616**

(City and State)

**(530) 792-5609**

(Phone)

**D. It is mutually agreed that:**

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void *90 calendar days* after the date NRCS has executed this agreement if a contract has not been awarded. This agreement expires *220 calendar days* from the date of NRCS approval unless amended in accordance with *Clause D.6* of this agreement.

2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. The contract for performing the work described in Section A will not be awarded to the Sponsor, or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
6. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
7. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

**Monterey County**

By: \_\_\_\_\_

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

By: \_\_\_\_\_

Title: State Conservationist

Date: \_\_\_\_\_



**ATTACHMENT A - SPECIAL PROVISIONS**

**I. Drug-Free Workplace**

By signing this agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) of imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the Sponsor's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**Certification:**

- A. The Sponsor certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace

- and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about--
    - (a) The danger of drug abuse in the workplace;
    - (b) The Sponsor's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph 1.
  4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the agreement, the employee will--
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  5. Notifying NRCS in writing, within 10 calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted--
    - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6.
  8. Agencies shall keep the original of all disclosure reports in the official files of the agency.

- B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. **Certification Regarding Lobbying (7 CFR 3018)** (Applicable if this agreement exceeds \$100,000) - The Sponsor certifies to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

III. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)**

- A. The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. **Clean Air and Water Certification**

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project Sponsor signatory to this agreement certifies as follows:

1. Any facility to be utilized in the performance of this proposed agreement is\_\_\_\_\_, is not\_\_\_\_\_, listed on the Environmental Protection Agency List of Violating Facilities.
2. To promptly notify NRCS prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

3. To include substantially this certification, including this subparagraph (3), in every nonexempt subagreement.

#### **CLEAN AIR AND WATER CLAUSE**

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project Sponsor signatory to this agreement agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857, et. seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
2. That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.4.

B. The terms used in this clause have the following meanings:

1. The terms "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500).
3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to

the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

#### **V. Assurances and Compliance**

As a condition of the grant or cooperative agreement, the Cooperator assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, and 3052, which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

#### **VI. Examination of Records**

Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records

related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

**ATTACHMENT B - SPECIAL PROVISIONS**

**CONSTRUCTION**

**EQUAL OPPORTUNITY**

The Contracting Local Organization (Sponsor) agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

**EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post



copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization (Sponsor) further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided however, that if the Contracting Local Organization (Sponsor) so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency,

instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization (Sponsor) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization (Sponsor) further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization (Sponsor) agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization (Sponsor) under the program with respect to which its compliance has been received from such Contracting Local Organization (Sponsor); and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE TO CONTRACTING LOCAL ORGANIZATIONS (SPONSOR) OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization (Sponsor) prior to any agreement for Federal financial assistance where the Contracting Local Organization (Sponsor) will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization (Sponsor) shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS  
OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

This page intentionally left blank