

CFMS No. SB 5456

OL
CWS
6-13-02

CONTRACT BY AND BETWEEN
THE DIVISION OF ADMINISTRATION
AND
THE ST. CHARLES PARISH GOVERNMENT

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2002
TYPE OF CONTRACT - FY 2002 LCDBG
FEDERAL EMPLOYER I.D.# - 72-6001208 - 16
AMOUNT OF CONTRACT - \$371,378.00
CDBG Format #1

THIS AGREEMENT, is made and entered into as of this 1st day of May
2002 by and between the Division of Administration, hereinafter called "Division" represented by
Mark C. Drennen, Commissioner of Administration of said Division and the St. Charles Parish Government,
hereinafter called "Contractor" represented by Albert D. Laque, President.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the
Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance
with LCDBG/Division/applicable federal regulations to the establishing of programs and activities. All
exhibits or regulations referred to in this contract or attached hereto are by reference made part of
this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the
date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare,
retain, report and allow Division inspection for purposes of evaluation, records as may be required by the
Division for program management purposes. Such records will contain the documents as required by
laws contained in Exhibit D.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any
other materials related to this contract shall become the property of the Division

All such books, records and other documents shall be available at the offices of the Contractor
(except that books, records, and other documents of a Participating Party may be maintained at the
offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times

by any duly authorized representative of the State, HUD or the Comptroller General of the United States. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept for a minimum of four years from the date of final close-out.

4. AUDITS AND INSPECTIONS: The Contractor shall furnish the Division with two (2) copies of all audits covering funds awarded under this contract. Such audits shall be conducted by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The audit reports shall be sent within thirty (30) days after the completion of the audits, but no later than six (6) months after the end of the audit period (LSA-R.S. 24:513A).

The LCDBG Program requires that local governments which expend over \$300,000 or more total federal assistance from all sources during the Contractor's fiscal year shall have an annual audit made in accordance with P.L. 104-156 (OMB Circular A-133, retitled "Audits of States, Local Governments, and Non-Profit Organizations.") Act #610 of the 1991 Regular Session of the Louisiana Legislature exempts Parish Police Juries and all districts, boards, and commissions created by parish police juries from annual audits and requires biennial audits to include transactions of both years. Local governments and Parish Police Juries that expend less than \$300,000 total federal assistance during the Contractor's fiscal year shall be exempt from federal audit requirements. However, this contract does not exempt local governments and parish police juries from the financial and compliance audit requirements established by LSA - R.S. 24:513. In addition, audit engagement agreements for audits of local governmental entities or for federal programs administered by such entities must be approved by the Legislative Auditor prior to commencement of the audits.

At a minimum, the audit report shall include:

- 1 The auditor's report on the financial statements and the schedule of federal financial statements;
- 2 The auditor's report on the entity's internal control structure as required by Governmental Auditing Standards;
- 3 The auditor's report on the entity's compliance with laws and regulations as required by

Governmental Auditing Standards:

4. The auditor's report on the entity's internal control structure used in administering federal financial assistance programs;
5. The auditor's report on the entity's compliance with the general requirements applicable to federal financial assistance programs;
6. The auditor's report on the entity's compliance with the specific requirements relating to major federal financial assistance programs (if applicable); and
7. The auditor's report on the entity's compliance with requirements applicable to non-major federal financial assistance transactions (if applicable)

Failure to comply with all audit requirements may cause loss of participation in this program and reimbursement of contract funds.

As a part of this agreement and acceptance of their funds, the Contractor agrees to submit to DOA a copy of the most recently completed audit prior to the receipt of the executed contract.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the grant from the U. S. Department of HUD to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the

contract has not been resolved by the next payment period.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received by the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, the claims for money due or to become due to the Contractor from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division and its Office of Contractual Review.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all federal and state regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State and Federal and local governments.

The Contractor has obtained, or has reasonable assurances that it will obtain, all Federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project, and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001208.

10. NONDISCRIMINATION. Contractor assures that it is in compliance with all applicable Civil Rights Legislation and Executive Orders, both Federal and State.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program and time schedule as described in the grant application, (including any amendments which have occurred), Exhibits A, B, C, and D, the grant conditions and relevant LCDBG directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LCDBG Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the environmental requirements as established by federal regulations (24 C.F.R., Part 58, April 30, 1996), and other contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 371,378.00.

14. PROGRAM INCOME: Any program income earned as a result of this program in excess of \$25,000 during any one year period must be returned to the Division of Administration.

15. FISCAL FUNDING. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

16. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 and 1525

Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract

funds shall be governed by the following:

(1) No costs incurred prior to the date of authorization to incur costs may be paid out of contract funds other than approved pre-agreement costs.

(2) After the date of authorization to incur costs but before the transmittal of the fully executed contract and release of funds, eligible project costs, including but not limited to costs of Environmental Studies, preparation of architectural and engineering construction drawings, and procurement of professionals may be incurred.

(3) Except as permitted by 24 C.F.R. Part 58, no other costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by 24 C.F.R. Part 58, a written approval by the State of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and written authorization from the State to draw contract funds.

All contract conditions must be cleared within six (6) months of the date of authorization to incur costs. Failure on the part of the Contractor to comply with conditions may result in disallowance by the Division of expenditures under the contract, or termination of the grant.

(4) After the Contractor has satisfied all of the environmental and other contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(5) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract, with the exception of administrative closeout procedures and audit requirements, will not be paid for out of the LCDBG funds awarded in this contract unless this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments


There will be only three requisitions per month for housing rehabilitation grants and two per month for all other grants. The amount of each requisition is to be no less than \$3,000 for housing rehabilitation grants and \$5,000 for all other grants, except that the amount of the final requisition may be less.

Unobligated funds remaining at the completion of the contract period specified in page 1, paragraph 2 of this contract shall revert to the State for reuse in other eligible communities.

The Contractor agrees to provide to the Division a reconciliation of LCDBG expenditures every six (6) months from the date of the first requisition.

IN WITNESS THEREOF, the parties hereto have executed this agreement this 15th day of May, 2002.

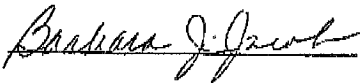
WITNESSES:

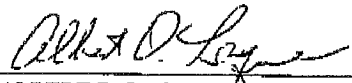


DIVISION OF ADMINISTRATION


MARK C. DRENNEN, COMMISSIONER

WITNESSES:




ALBERT D. LAQUE, PRESIDENT
CHIEF ELECTED OFFICIAL

APPROVED
Division of Administration
Office of Community Development

JUN 10 2002

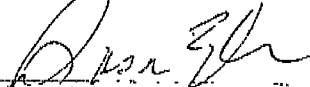

Susan Han, Director

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1. LCDBG CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$ 371,378.00	\$ 35,000.00

3. MAILING ADDRESS OF CONTRACTOR

St. Charles Parish Government
Post Office Box 302
Hahnville, LA 70057

4. CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
Albert D. Laque, President	(985) 783-5000

6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Environmental Review Record
2. Three-year Community Development Plan
3. Section 504 Assurance
4. Residential Antidisplacement and Relocation Plan and Certification
5. Revisions to the application, if requested
6. Project Plans and Specifications, and Final Cost Estimate (not applicable for housing grants)
7. Previous audits and financial questionnaire, if requested
8. If applicable, a certification from engineer that plans and specifications are complete and have been submitted to DHH
9. Firm commitments for other project funds, if applicable
10. Any other documentation, if requested

Exhibit B

LCDBG Line Item Budget

A.	Acquisition of Real Property	\$
B.	Public Works, Facilities, Site Improvements	\$
	1. Drainage	\$
	2. Sewer	\$
	3. Streets	\$ 371,378.00
	4. Water (Potable)	\$
	5. Other	\$
	6. Other	\$
C.	Code Enforcement	\$
D.	Clearance, Demolition	\$
E.	Rehabilitation Loans and Grants (Hook-ups)	\$
F.	Provision of Public Services	\$
G.	Relocation Payments and Assistance	\$
H.	Economic Development	\$
	1. Acquisition: Land Building	\$
	2. Infrastructure Improvements	\$
	3. Building Construction/Improvements	\$
	4. Industrial and Commercial Facilities	\$
	5. Inventory	\$
	6. Working Capital	\$
	7. Capital Equipment	\$
	8. Other	\$
	9. Other	\$
I.	Planning and Management Development	\$
J.	Administration:	\$
	1. Pre-Agreement Costs	\$
	2. Rehabilitation	\$
	3. Public Facilities and Economic Development	\$
K.	Other	\$
L.	Other	\$
M.	TOTAL	\$ 371,378.00

EXHIBIT C

General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Act means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.
2. "Application" means the Application for LCDBG Assistance.
3. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
4. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
5. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
6. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs (i) are not incurred in connection with any activity which, under 24 C.F.R. Part 570, as may be from time to time amended, are ineligible under the LCDBG Program, and (ii) conform to the requirements of OMB Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be from time to time amended.
7. "Environmental Conditions" means the conditions imposed by law, particular 24 C.F.R. Part 58, and the provisions of this contract which prohibit or limit the commitment and use of contract funds until certain procedural requirements have been completed.
8. "Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.
9. "Environmental Studies" means all eligible activities necessary to produce an "Environmental Document", as that term is defined at Section 1508.10 of 40 C.F.R. Part 1508, or to comply with the requirements of 24 C.F.R. Part 58.
10. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibits A and E have been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
11. "HUD" means the United States Department of Housing and Urban Development.
12. "Incurred Cost" – Any monies expended on allowable expenditures relating to the application and/or contract.
13. "LCDBG Program" means the Louisiana Community Development Block Grant Program, established by the State pursuant to 24 C.F.R. Part 570, Subpart I (April 8, 1982, Federal Register).
14. "LCDBG Regulations" means the regulations set forth in 24 C.F.R. Part 570, Subpart I, as the same may, from time to time, be amended and the regulations described in the LCDBG Grantee Handbook.
15. "Non-Contractor Activities" means those activities of the Project to be carried out by Participating Parties, other than the Recipient or an agent or agency of the Contractor, which activities are described in Exhibit C of this Contract.

16. "Participating Party" means any person, firm, corporation or entity identified as such in Exhibit C of this Contract. Identification as a "Participating Party" signifies that the State, in selecting the Contractor for the award of this contract, relied in material part upon a representation that the party so identified will complete a specified portion of the Project or a specific activity necessary for the completion of the Project.
17. "Program Income" means any income earned by Contractor, or an agent or agency of Contractor (1) from the disposition of real or personal property acquired in whole or in part with grant funds; (ii) the repayment proceeds "including principals and interest of any loan made in whole or in part with grant funds; (iii) any other revenues defined as program income in 24 C.F.R. Part 570, Subpart J and ; (iv) any income from an activity where it is specifically declared in Exhibit A of this Contract Agreement that the income from such activity shall be deemed to be Program Income.
18. "Project" means the activities described in the Application and the Exhibit A and C of this contract which are to be carried out to meet the objectives of the LCDBG Program.
19. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
20. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.
21. "OMB Circular A-102, Revised" refers to Circular A-102, with Attachments A-P, as it existed prior to its publication in revised form in the March 11, 1988, Federal Register, Vol. 53, No. 48.

EXHIBIT D

Applicable Laws

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) under Title VI of the Civil Rights Act of 1964
no person shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) (Fair Housing Act)
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, familial status, or handicap. In addition, Executive Order 12259, directs HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, national origin, familial status, or handicap in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal government.
3. Section 109 of the Housing and Community Development Act of 1974, as amended
No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such programs or activities.
4. Davis-Bacon and Related Acts
In accordance with Section 110 of the Housing and Community Development Act of 1974, as amended, all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended. This applies to any construction contract in excess of \$2,000, except in the case of residential property designed for the use of eight or more families.
5. Contract Work Hours and Safety Standard Act
Each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements apply to the rehabilitation of residential property only if such property is designed for the residential use of eight or more families.
6. Section 3 (Compliance in the Provision of Training, Employment and Business Opportunities)
Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

7. Lead Based Paint - Title IV of the Lead-Based Paint Prevention Act
When evidence of lead-based paint exists, the contractor shall remove any and all cracking, scaling, peeling, chipping, and loose paint and repaint all surfaces using two coats of a non-lead based paint. Where the paint film integrity of the applicable surface cannot be maintained, the paint shall be completely removed or the surface recovered with a suitable material such as gypsum, wall board, plywood, or plaster before any repainting is undertaken. This contract is subject to the provisions for the elimination of lead-based paint hazards under the HUD Lead Based Paint Regulations, 24 C.F.R. Part 35, Subpart B, and the contractor shall be responsible for the inspections, and certifications required under Section 35.13 (F) thereof.
8. Executive Order 11246 (Equal Employment Opportunity)
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract 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 nondiscrimination clause.
9. Hatch Act
No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member of the governing body of the Municipality or Parish and no other officer, employee, or agent of the Municipality or Parish who exercises any function or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the contract; and the contractor shall take appropriate steps to assure compliance.
10. Access to Records
The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
11. Uniform Real Property Acquisition Policy
To the greatest extent practicable under State law contractors must comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III, and HUD implementing instructions at 24 C.F.R. Part 42; and inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and §570.602(b).
12. Uniform Relocation Assistance
All contractors receiving assistance must:
 - (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42 and §570.602(a);
 - (2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable

manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;

- (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices are available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and S570.602(a).
13. OMB Circulars A-102 and A-87
These circulars govern the areas of financial management, procurement and overall management control. All contractors must comply with the regulations, policies, guidelines and requirements of Circular A-102, Revised, (as defined in Exhibit C), and A-87 as they relate to the application, acceptance and use of Federal funds.
 14. Executive Orders 11296 and 11298
These Executive Orders relate to evaluation of flood hazards and to the prevention, control and abatement of water pollution.
 15. American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117.1-R 1971
This requires every building or facility (other than privately owned residential structures) designed, constructed or altered with funds provided through this Part be accessible to and usable by physically handicapped individuals, subject to the exemptions contained in 41 C.F.R. 101-19.604. The contractor will be responsible for conducting inspections to insure compliance with these specifications by sub-contractors.
 16. Flood Disaster Protection Act of 1973
Contractor must comply with the flood insurance purchase requirement of Section 103(a) of said Act. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposed for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct/indirect Federal assistance.
 17. EPA's Listing of Violating Facilities
It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 18. National Environmental Policy Act of 1969
The contractor's chief executive officer or other officer of applicant approved by State consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal Law, as specified in 24 C.F.R. 58.1 (a)(3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal laws apply to this Part. The contractor will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469a-1, et.seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places are subject to adverse affects (see 36 C.F.R. Part 800) by the proposed activity; and
 - (2) Complying with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements, approved in accordance with OMB Circular A-102, Revised, (as defined in Exhibit C).
19. Contractor will comply with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements, approved in accordance with OMB Circular A-102, Revised, (as defined in Exhibit C).
20. Contractor will comply with the conflict of interest provisions delineated in 24 CFR 570.611, "Conflict of Interest."
21. Excessive Force, 24 CFR, Part 570, Section 570.487
Each local government must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations, and must adopt and enforce State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such demonstrations.
22. Restrictions on Lobbying, Appendix A, 24 CFR, Part 24
Provides that no federal funds may be used for any lobbying purposes regardless of the level of government.
23. Debarment and Suspension - Appendix B, 24 CFR, Part 24
Local governments must comply with the provisions relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.
24. Antidisplacement
24 CFR Part 42; the requirements in Section 570.606 (b) governing the residential antidisplacement and relocation assistance plan under section 104 (d) of the Housing and Community Development Act of 1974; the relocation requirements of Section 505.606 (c) governing displacement subject to Section 104 (k) of the Act; and the relocation requirements of Section 505.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act. The local government must replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended.
25. Americans With Disabilities Act of 1990
The ADA is a civil rights law that prohibits discrimination against qualified people with disabilities in employment, public services and transportation, public accommodations, and telecommunications services.