

Ord.

2013-0007

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B
TERRELL WILSON, COUNCILMAN, DISTRICT I**

ORDINANCE NO. 13-1-10

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

- WHEREAS,** The Parish adopted a Comprehensive Land Use Plan that includes a number of policies implementation actions (Ord. No. 11-6-11); and,
- WHEREAS,** Land Use Policy 1.1 created a Mixed Use Corridor along Paul Maillard Road; and,
- WHEREAS,** Community Character Policy 2.3 recommended applying for a HUD Community Challenge Planning Grant to fund a detailed plan to revitalize the Paul Maillard Road corridor; and,
- WHEREAS,** St. Charles Parish was awarded a HUD Community Challenge Planning grant for a Corridor Revitalization Plan for Paul Maillard Road in November 2011; and,
- WHEREAS,** St. Charles Parish wishes to enter into a professional services agreement with planning, engineering and economic development professionals for the development of said plan; and,
- WHEREAS,** A citizen based Selection Committee scored the 15 proposals submitted in response to the Parish's RFP for this project; and,
- WHEREAS,** On September 27, 2012 the Selection Committee interviewed and ranked the three shortlisted firms; and,
- WHEREAS,** The Selection Committee chose BKI, as the preferred consultant team; and,
- WHEREAS,** St. Charles Parish agrees to contract with BKI to develop a Corridor Revitalization Plan for Paul Maillard Road, LA 52, for the Parish as defined by the Agreement and Attachment A, Scope of Work with Budget, Attachment B, Personnel, Attachment C, HUD Cooperative Agreement Provisions, and Attachment D, Compliance Provisions for Federally Assisted Contracts and Subcontracts.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52, in the amount of \$416,022.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
 NAYS: NONE
 ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Mindy Benedetto*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: 1-23-13
 APPROVED: *[Signature]* DISAPPROVED: _____
 PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: 1-23-13
 AT: 3:00 pm RECD BY: *[Signature]*

AGREEMENT FOR PROFESSIONAL SERVICES
Paul Maillard Rd, LA 52 Corridor Revitalization Plan

This agreement is made effective as of this 28TH day of JANUARY, 2013, by and between St. Charles Parish, 15045 River Road, Hahnville, LA 70057, and Burk – Kleinpeter, Inc., 4176 Canal St., New Orleans, LA 70119 (BKI).

In this Agreement, the party who is contracting to receive services shall be referred to as "St. Charles Parish", and BKI, the party who will be providing services, shall be referred to as "CONTRACTOR".

CONTRACTOR has extensive experience concerning the *Paul Maillard Road Corridor Revitalization Plan* (PROJECT) and is willing to provide services to St. Charles Parish based on this experience.

St. Charles Parish desires to utilize the knowledge and experience provided by the CONTRACTOR, through specified personnel. (See ATTACHMENT B.)

St. Charles Parish has obtained a grant from the US Department of Housing and Urban Development (HUD) Office of Housing and Sustainable Communities (OHSC) for said project. Grant funds will be used to pay these Professional Services. As required, the HUD OSHC Terms and Conditions for FY 2011 NOFA are attached and incorporated, herein (ATTACHMENT C).

Compliance Provisions for Federally Assisted Contracts and Subcontracts, including those required by HUD 24 CFR 85.36 (i), are attached and incorporated herein (ATTACHMENT D).

Therefore, the parties agree as follows:

1. **AGREEMENT PERIOD.** Subject to its other provisions the term of this Agreement shall commence on the above written effective date and terminate on December 31, 2014.
2. **DESCRIPTION OF SERVICES.** The CONTRACTOR will complete the scope of work described in the attached Scope of Services. (ATTACHMENT A.)
3. **PERFORMANCE OF SERVICES.** CONTRACTOR shall provide services only with the prior approval of St. Charles Parish. All services provided by CONTRACTOR shall meet the standards of care, as defined as the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. All services provided by CONTRACTOR are subject to acceptance by St. Charles Parish prior to compensation for services.

4. COMPENSATION AND PAYMENT PROCEDURE. CONTRACTOR'S compensation, inclusive of cost reimbursements, shall be a lump sum of \$416,022. CONTRACTOR shall submit monthly invoices during the contract period for services rendered on a percent complete basis. Invoices must be received by St. Charles Parish by the 15th day of each month for payments to be made to CONTRACTOR for work completed in the preceding month.
5. SUPPORT SERVICES. CONTRACTOR shall provide offices, computers, telephones, vehicles and other such necessary equipment, supplies and personnel to accomplish the successful completion of deliverables.
6. INDEMNIFICATION. CONTRACTOR agrees to indemnify and hold St. Charles Parish harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against St. Charles Parish that result from the negligent acts or omissions of CONTRACTOR while engaged upon or in connection with the services required or performed under this agreement.
7. ASSIGNMENT. CONTRACTOR'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of St. Charles Parish. See ATTACHMENT B for acceptable CONTRACTOR personnel.
8. FLOW DOWN PROVISIONS. The Cooperative Agreement Provisions as defined above are incorporated as ATTACHMENT C to this Agreement, which includes the "Flow Down Provisions" (p. 18, Program Requirement 23). The CONTRACTOR shall comply with the applicable provisions as set forth in said Terms and Conditions or as established by the U.S. Housing and Urban Development (HUD) and the Office of Management and Budget (OMB).
9. RELATIONSHIP OF PARTIES. The parties understand that CONTRACTOR is an independent contractor with respect to St. Charles Parish, and not an employee of St. Charles Parish. St. Charles Parish will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR. It is specifically agreed and understood by the parties hereto that St. Charles Parish will not withhold from CONTRACTOR'S monthly compensation any amounts normally withheld for FICA, federal, and state income taxes, retirement, or health benefits. CONTRACTOR will be solely and exclusively responsible for and liable for reporting such compensation to appropriate state and federal taxing agencies.
10. INJURIES. CONTRACTOR acknowledges CONTRACTOR'S obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR. CONTRACTOR waives any rights to recovery from St. Charles Parish for any injuries that CONTRACTOR may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid or email, addressed as follows:

If to St. Charles Parish: V. J. St. Pierre, Jr., President
St. Charles Parish
Parish Courthouse
15045 River Road
Hahnville, LA 70057
vj@stcharlesgov.net

If to the Contractor: Michael Chopin, Executive Vice President
Burk – Kleinpeter, Inc.
4176 Canal St.
New Orleans, LA 70119
mchopin@bkusa.com

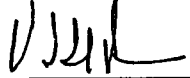
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.
13. AMENDMENT. The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. CONFIDENTIALITY. The Contractor will maintain no information about any individual client in a manner that would violate the provision of the Privacy Act of 1974, PL 93-579


as amended. CONTRACTOR agrees that CONTRACTOR will not at any time or in any manner, either directly or indirectly, use any information for CONTRACTOR'S own benefit, or divulge, disclose, or communicate in any manner any information about the PROJECT to any third party without the prior written consent of St. Charles Parish. CONTRACTOR will protect the information and treat it as strictly confidential. The only exceptions to this provision are the normal data acquisition and general communication by the CONTRACTOR during the course of the Project that requires interaction with and communication with individuals, firms or agencies, and with individuals, firms, or agencies that are the sources of information/data/input required for and utilized for the Project. A violation of this paragraph shall be a material violation of this Agreement.

17. RETURN OF RECORDS. Upon termination of this Agreement, CONTRACTOR shall deliver all records, notes, data, memoranda, models, and equipment of any nature prepared or obtained under the terms of this agreement that are in CONTRACTOR'S possession or under CONTRACTOR'S control and that are St. Charles Parish's property or relate to St. Charles Parish's business.
18. The Contractor shall not:
 - A. Knowingly employ or contract with an illegal alien to perform work on the PROJECT; or
 - B. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work on the PROJECT.
19. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Louisiana.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.



V. J. St. Pierre, Jr., President
St. Charles Parish



Michael D. Chopin, Regional Vice President
Burk – Kleinpeter, Inc.

1/28/13

Date

1/28/13

Date

ATTACHMENT A SCOPE OF SERVICES

The following abbreviations are used to indicate the responsible entity in the Work Plan:

| | | |
|------------------------------|-------------------------------------------|------------------------------------|
| Planning Staff PS | Economic Development ED | Parish Grant Specialist PGS |
| Public Information PI | Center for Planning Excellence CPx | Parish Council PC |
| Steering Committee SC | Community Outreach Specialist COS | Consultant Con |

Project Phase I: Baseline conditions (Jan - May 2013)

Major Tasks:

1. Engage stakeholders (PS, CON) PS will meet with partners along the LA 52 corridor to collect business plans of commercial and institutional stakeholders. This will be an opportunity to provide an initial project introduction and education. PS will provide copies of collected plans to the project team. CON and PS will develop a stakeholder interview questionnaire for use in helping to confirm gaps and opportunities in identified business plans. Where necessary, CON and CPx will supplement the PS efforts with focused interviews (by phone or in-person) with key stakeholders.
2. Meet with LA DOTD and RPC (CON, PS) Discussion of the Stage 0 Alternatives and proposed Stage 1 Project Timeline. Meetings with LA DOTD and RPC will occur at key points in development of the Paul Maillard Road (LA52) Revitalization Plan to address coordination between the two projects during the initial phases of each project.
3. Update/Develop Sustainable Development Discussion Components (CON) Information developed by others will be supplemented by information pages on engineering design best practices, including Complete Streets, and the current DOTD project development process.
4. Establish Executive and Advisory Committees (PS) Building on documented partnerships used to guide the planning process, a committee of key partner agencies and groups will be formed. Members (and alternates) for this committee will be identified by the Parish.
5. Review and enhance Public Participation Program (PS, CPx, CON) Review public participation evaluation indicators, public participation program, and opportunities to integrate project into curriculums at Luling Elementary with consultant team. Revise as necessary to ensure input from underserved populations.
6. Hire and train Community Outreach Specialists (PS with CPx) Two people will be hired to work in the study area collecting data, and informing citizens of the project's status both in neighborhoods and also at office locations.
7. Project Style Guide Printed materials (maps, agendas, handouts, presentations, etc) web-based information distributed by the Parish, will use fonts and layouts approved by the St. Charles Parish Public Information Office and GIS Department where feasible and practicable.

8. Community Information Booklet (Existing Conditions) (PS, CON) A community information booklet will be developed to contain information on conditions including, but not limited to the following: general demographic profile (baseline data analysis of key indicators for the corridor, parish and region, including race, age, household size, income, education, family types, disability, poverty and growth projections), drainage and infrastructure; zoning district boundaries, permitted uses and development regulations; parcel configuration; survey and boundary issues; existing land use; future land use; visual conditions; permit data; code enforcement data; initial market review data and demand from regional indicators, socioeconomic data; area business plans; number and type of job per land use; property tax assessment data including ownership; as well as recommendations from the existing Paul Maillard Road Stage 0 Report.

PS will deliver existing data sets in GIS, digital, and paper files which support development of a full understanding of existing conditions within the project area. CON will review data. If additional data is required to complete a meaningful community information booklet, consultant designed, PS administered data collection tasks may be required. Said tasks will only occur following approval of the PS based upon a review of the need and relevance of said activities with the CON.

This information must be completed and provided to the PS in draft form prior to the Executive Committee Meeting #1 and be in final form prior to the Community Workshop #1.

9. Collect household transportation and housing survey (PS, CON) The consultant, with input from the Parish, will develop a household survey form to collect information regarding transportation and housing options, constraints, and costs including travel habits of Study Area residents. This survey will be reviewed by the Executive Committee and administered by the Community Outreach Specialists at the direction of PS. Questions on the survey will drill down to two specific issues: housing availability/affordability and transportation needs for pedestrian and bicycle connectivity within the greater project area.

Questions will include limited demographic variables (as approved by the Parish) and opinions regarding transportation and housing options, constraints, and costs to area residents. A statement outlining survey administration methods and assignments based upon project area division will be prepared by the CON and reviewed with PS. Survey assignments will be through random assignment developed using GIS point and parcel data delivered to CON by PS.

Consultant will be responsible for tabulating results of the completed surveys received from the COS and providing a summary of results.

10. Prepare base maps (CON) Base maps displaying data on existing conditions in ways that will be meaningful to the stakeholders and the study area residents will be printed for use throughout the planning process. The list of potential maps builds upon the list of data from within the Community Information Booklet, and will generally include: Land Use, Zoning, Transportation Network, Parks and Recreation Facilities, Major Employers, Lots and Property Configuration, Major Utilities (pipelines, overhead transmission lines), Population Demographic Distribution/Census Summary, Housing Distribution and Condition (as available). Other maps may be added at the discretion of the CON for

additional data elements in the Community Information Booklet which translate well into map presentation.

11. Executive Committee Workshop¹ Series (#1, #2) – Orientation (PS, CON) The initial Executive Committee Workshop series will consist of up to three workshops, each building upon the other, to help develop materials and information to be presented at the initial public outreach event.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

- a. Workshop #1/#2– Orientation: This initial workshop will provide a general orientation to the project. This will include a review of project schedule, scope and deliverables, including the role of the Committee in providing review and input. This will be accompanied by a general introduction to the project area and principles of Smart Growth and Sustainability. To support this, CPx will present on two Livability Principles, Smart Growth, or Sustainable Development topics; provide an information page on two Livability Principle, Smart Growth, or Sustainable Development topic.

12. Advisory Committee Workshop #1 (PS, CON) The initial Advisory Committee Workshop will consist of a review of project purpose and schedule. The focus of this meeting will be to conduct initial SWOT analysis possibly in conjunction with the Executive Committee's review of initial results and project area walkability audit (conducted by PS with guidance from CON).

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

¹Two meetings have been scheduled initially as part of this work scope. Up to one additional meeting may be required with the Executive Committee based upon outstanding questions regarding work products, project meetings, community workshops, need for additional data and the like. The agreement to have such additional meetings will require the concurrence of the Consultant and Parish.

13. Community Outreach Workshop #1 (PS, CON) CON and CPx will work with PS to outline workshop goals and activities. The focus of this workshop will be review of a SWOT analysis of the area.

The workshop will include a presentation of baseline data by the consultant. After the presentation, the project team (CPx and CON) will lead the community through an onsite interactive visioning and SWOT exercise and community review in 3 different sections of the project area. This may include an "I wish this was" or "I wish I had _____ in my neighborhood" activity, organized by CPx, based upon the initial outcome of the market study and housing and transportation survey.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

14. Review Workshop Outcome (PS, CON) Look at public participation, look at input received and how to use other methods to gain additional input determine if consistent with PA demographics, use COS to collect more input directly.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

- a. SWOT Outreach (COS) Participation in Community Workshop One will be evaluated against indicators of underserved populations. SWOT workshop will be duplicated in underserved communities until desired participation levels are achieved.

15. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including consensus reached through the community workshops. This will entail two separate meetings.

Products and Outcomes:

Phase I will generate several products which will serve as evidence of the completion of the planning process including:

1. Regular meetings with Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Materials to be used during the enhanced public participation process:
 - a. Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
 - b. Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #1;
 - c. Information pages on specific topic areas as assigned;

3. Community Information Booklet (existing conditions and market conditions);
4. Household Transportation and Housing Survey form and tabulation spreadsheets;
5. Base Maps which help to define existing conditions in Project Area
6. Summary/Results of household transportation and housing survey;
7. Notes from all SWOT Workshops (all identified Executive Committee, Advisory Committee and Community Workshops) to document attendance, major points of input and consensus;
8. Report to Parish Planning Commission and Parish Council.

Project Phase II:

Analysis of Existing Conditions and Trends (April/May -October 2013)

Major tasks:

1. Physical Conditions and Trends (CON) The consultant will analyze the data shown and collected during Phase I, Task 7 on Existing Conditions and submit an initial report on missing or under-reported data for the PS to use in directing project specific data collection tasks. All final conditions and trends findings should be compiled in a report which combines GIS, .doc, and .xls formats. Said report includes, but is not limited to, the following elements:
 - a. *Land Use*: identification of present patterns of use, occupancy, and areas of obsolescence and property underutilization, including the potential for land assemblages.
 - b. *Design Characteristic/Design Survey*: identification of gateways, scale characteristics, landmarks, architectural character, sub-districts or subareas, and edge conditions.
 - c. *Property Condition*: inventory and classification of properties or areas where structures are sound versus those showing evidence of deterioration or abandonment, using a combination of existing PS collected photography, combined with CON directed data collection by PS staff in targeted sections of the project area.
 - d. *Housing and Neighborhoods*: identification of neighborhoods and neighborhood structure, inventory of housing stock (using existing PS data, along with updates obtained as a result of Task c), condition, cost and diversity, and redevelopment opportunities. Additionally identify housing needs of low and moderate income households with the community.
 - e. *Zoning/Development Regulations*: an assessment of present zoning code provisions and their influence on urban form, patterns of activity, and character of development.
 - f. *General Permit and Code Information (as supplied by the Parish)*: which would generally include information on Code Enforcement Citations, Building Permits, Conditional Uses, Special Use Permits, Occupancy Permits, Home Occupations; Variances and others as deemed critical by the Parish (with special attention paid to providing information on rates in project area and corridor as compared to the rest of the Parish).
 - g. *Transportation*: complete mobility study working with Parish, LDOTD and RPC, review River Parish Transit Authority ridership/destination points for study area. Evaluate potential ridership projections and potential for fixed route or bus stops along corridor parking conditions, and pedestrian and bicycle circulation patterns and safety challenges to enhance connectivity.
 - h. *Infrastructure*: work with the LADOTD and the Regional Planning Commission (RPC) to assess location, extent, and condition of water, sewer, and storm water drainage systems and utilities, as well as easements (servitudes) and rights of way.

- i. *Community Facilities and Services*: identify locations; summarize missions and assets; list services.
- j. *Open Space/Landscape Character*: location of any parks and recreations areas, assessment of tree canopy, streetscape and landscape treatments, and patterns of drainage.
- k. *Social/Cultural/Historic Resources*: existing potential historic landmarks, structures or districts, arts and cultural activities, community activities, and events and festivals.
- l. *Economic Development Baseline*: an assessment of existing businesses, employment centers, commuter patterns, and labor shed.
- m. *Retail Supply Demand*: an analysis of existing retail supply and demand based on traffic counts and consumer expenditures.
- n. *Opportunity Sites*: an analysis of sites within the study area which could be considered catalytic for future development.

Consultant will work with the PS project style guide to ensure individual elements of the report are introduced to stakeholders in engaging ways: using photographs, aerial photography, charts, and graphs when feasible so they are not overwhelming and so they create meaningful discussion of sustainable development principles and opportunities for implementation.

2. Market Analysis (CON) Assess the market potential for housing and retail, the market dynamics of the corridor relative to the rest of the Parish and surrounding region, and evaluate against comparable communities. Evaluate opportunities for business expansion to capture additional markets and assess new market development based on trends and demographic factors. The study will identify existing regulatory or other structural disincentives to desired forms of development that the Plan should seek to eliminate.

Included in the Market Analysis will be a series of potential development scenarios, identifying potential uses within sites identified as ripe for reinvestment and based on established needs, demographic analysis and feasibility assessments. Potential uses may include, but are not limited to, retail development, mixed use development, office space, civic buildings small business incubators, technical training schools, social service facilities, and religious uses.

3. Executive Committee Workshop² Series (#3, #4, #5) – Vision/Community Report Card (PS, CON) The next series of Executive Committee Workshops will consist of up to four workshops, each building upon the other, to help develop materials and information to be presented at the initial public outreach event.

All principles (PS, CPx, CON) will assist in facilitating discussion on specific topics or subject areas, while PS will be responsible to oversight of the meeting agenda and working with the designated chair of the committee to conduct the individual meetings.

²Three meetings have been scheduled initially as part of this work scope. Up to one additional meeting may be required with the Executive Committee based upon outstanding questions regarding work products, project meetings, community workshops, need for additional data and the like. The agreement to have such additional meetings will require the concurrence of the Consultant and Parish.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primarily facilitator for the workshop meetings.

- a. Workshop #3 – Vision/Branding - This third workshop will include a general discussion of the method for branding the project. This method will evolve from a review of potential alternatives such as a targeted contest for youth, workers, residents or others; a general community brainstorming or other mechanism as defined and accepted by the Executive Committee. This meeting will also include a review of the link between the vision and outcome of the Community Workshop Series #1, including a discussion of differences and facilitation of a solution (as necessary).
 - b. Workshop #4 – Matching Vision to Market - This workshop will compare vision and brand to the market analysis and look for opportunities from which to form the initial economic based action plan. This would include, but not be restricted to, identifying opportunity or catalytic sites on corridor or in project area.
 - c. Workshop #5 – Community Report Card – Using the input of the community received through the household survey, as well as HUD’s flagship indicators of sustainability, as modified, the report card of general project sustainability will be delivered and explained. CON will work with PS to format the final report card product for presentation to the Executive Committee and public.
4. Advisory Committee Workshop #2 (PS, CON) The second Advisory Committee Workshop will be concurrent with the Executive Committee Meeting #5 and consist of a review of the community report card. The focus of this meeting will be to provide an overview of the upcoming Outreach Workshop Series #2.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primarily facilitator for the workshop meetings.

5. Community Outreach Workshop #2: (PS, CON) The second Community Outreach Workshop will consist of a 2-3 day mini-charrette in each character area. This mini-charrette will be led by the CON with the assistance of the PS and CPx, to present of

area existing conditions, area stakeholder input summaries, and a draft vision statement. Participants will be able to complete such activities as draw on streetscape maps, and complete a general branding activity. The results of all of the mini-charrettes will be presented on the last day in a central location and the project website will be updated with results.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

6. Review Workshop #2 Outcome (PS, CON) A review of public participation response received, examine input to determine if it represents the project area and use COS to collect additional input within the project area through direct contact or other methods.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

- a. Vision/Branding (COS) Participation in Community Workshop Two will be evaluated against indicators of underserved populations. Vision/Branding and discussion of community report card, as shown at the workshop will be duplicated in underserved communities until desired participation levels are achieved.
7. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including consensus reached through the community workshops. This will entail two separate meetings.

Products and Outcomes:

1. Regular meetings with Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Analysis of existing conditions (supporting Task a-n) in .docx, .xlsx, and .pdf formats as well as summarized in GIS (.shp) format according to Parish standards where appropriate
3. Housing Summary and Housing Needs Assessment, identifying existing housing problems and access to decent, safe, sanitary housing.
4. Housing and Retail Market Feasibility Analysis based on current population, traffic patterns and local workforce.
5. An outline for the initial action plan to reflect a revitalization strategy to draw on market strengths, key stakeholder participation, assemblage or cross easement capabilities and recommend economic incentives to induce redevelopment, including identification and

location of potential catalytic redevelopment projects. This element will include a lists (or discussion) of preliminary economic opportunities, and a list (or discussion of) regulatory disincentives including, but not limited to zoning and permitting.

6. Materials to be used during the enhanced public participation process:
 - a. Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
 - b. Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #2;
7. Summary of additional survey activities and follow-up outreach activities completed (at major employers) by Community Outreach Specialists
8. Outline for a potential future Paul Maillard Road Business and/or Property Owners' Association
9. Report to Parish Planning Commission and Parish Council

Phase III:

Corridor Plan Initial Action Plan and Potential Alternatives (September/October 2013 – January 2014)

Major Tasks:

1. Design Scenarios (Initial Concepts) (CON) Identify areas of potential development and draft design scenarios for each site, with focus on urban design elements, HUD sustainability and walkability goals, and varying scales that would be appropriate for the site including renderings, map with basic concepts/precepts at a level appropriate for facilitating discussion.
2. Executive Committee Meeting Series (#6) and Advisory Committee Workshop #3– Concept and Scenario Presentation (PS, CON) Opportunities for land use and zoning updates, along with market/economic development will be reviewed along with options for infrastructure redevelopment. These opportunities, as detailed in the design scenarios, will be presented as alternative approaches for the purpose of identifying consensus on a locally preferred alternative.

All design scenario alternatives will be enhanced through a combination of conceptual diagrams and site specific renderings illustrating a potential outcome. Items will be presented in order to facilitate discussion and input, not just be restricted to talking points or abstract ideas.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

3. Refine/Finalize Design Alternatives (CON) Design alternatives (Renderings, Charts, Working Maps) that can achieve the outcomes expressed in the vision will be refined based upon the Executive and Advisory Committee input. Plan alternatives will be evaluated in terms of clear expression of the vision and against existing conditions constraints identified in Phase I/II.
 - a. *Circulation Plan* - Concepts for access management, traffic circulation efficiency, and safety through improved traffic management, shared parking, and improved intersection geometrics. Working with the LADOTD and the RPC, plan pedestrian and bicycle improvements with circulation mapped through the neighborhoods connecting them to the corridor. Preliminary engineering design alternatives for roadway improvements.
 - b. *Land use* -Identify redevelopment and infill opportunities; strengthen neighborhoods; promote development, redevelopment, or adaptive re-use of properties; promote pedestrian and bicycle-oriented development; and diversify housing stock.
 - c. *Streetscape* - Diagrams depicting enhancements to redevelop the corridor as a Complete Street with recommended siting for utilities, drainage, sidewalks, bicycle lanes, with or without thematic elements that advertise the corridor "brand," including directional signage, lighting with and without banners, and street furniture and landscaping.
 - d. *Neighborhood design* -Develop Concepts for the creation of an integrated network of public spaces, including access points, new civic landmarks, and gateways including recommended siting for sidewalks, utilities, buildings, signage, parking, and landscape features, as well as building-to-street relationships.
4. Community Workshop #3 – Concept Selection and Streetscape Demonstration (PS, CON) An alternative approach for community development (Land Use and Economic Development) and general transportation improvements will be presented using a combination of the previously described design scenarios and live demonstration (to be determined) which incorporates the principles established through the community vision, brand concepts, market report, for the purpose of facilitating consensus for future action on a preferred concept. Alternatives will be evaluated or selected with current technologies (live voting rather than dots on boards).

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primarily facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

5. Review Workshop Outcome (PS, CON) A review of public participation response received, examine input to determine if it represents the project area and use COS to collect additional input within the project area through direct contact or other methods.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

6. Deliver Draft Policies/Action Plan Outline (CON) Using design concepts and feedback from Community Workshop #3, a draft of policy outline will be delivered for staff review and input prior to forwarding to the Executive Committee.

Outline will include, but not be limited to, the subject areas covered within the primary tasks shown for delivery following completion of Phase IV, Task 1: Land Use, Transportation, Housing, Economic Development, Commercial/Retail/Institutional Development; Infrastructure; Public Space; Public Participation and Organization. Focus will be on those elements which direct a combination of available and intended resources which will be grouped through a facilitated workshop with PS into the following main categories, generally defined at this point (with amendments possible based upon the total input obtained to that point and direction provided through the Executive Committee) as follows:

- Mobilization of Existing Resources (staff, capital, actions/activities);
- Development of New Resources (capital and programmatic funding, capital improvements);
- Opportunities for Partnerships and Leveraging of Combined Assets (staff, capital, etc.) as identified through the Executive Committee and other interested community stakeholders and partners;
- Other (as defined by CON or PS based upon available resources and action items identified as a result of review of all other elements)

General inputs to this task will include the individual Design Concepts and feedback from Community Workshop Three as well as those elements identified as priorities in combination with the Workshop and Review of Workshop Outcome. Actions would be identified in statement form by the CON and then placed into the Action Plan draft initially with the input of the PS to help populate a similar exercise which would be completed with the Executive Committee. The Action Plan would be organized to include an outline of potential recommendations within the broad areas of land use, transportation/circulation, market feasibility, zoning, economic development, housing plan, community organization, public infrastructure and neighborhood design.

Draft Action Plan would be finalized for review by the PS prior to forwarding to the Executive Committee (and eventually the Advisory Committee) for input and discussion. This discussion would continue to tie down specific plan actions to the main elements defined initially as: economic opportunity, transportation connectivity, land use resources, community cohesion, with this list expanded as necessary to address community input.

7. Executive Committee Workshop Series (#7)/Advisory Committee (#4) (PS, CON) Action Plan Framework – Using direction provided through the committee and community input received to date, survey, report card and review of existing conditions and market will be used to begin defining the action plan for corridor revitalization. This action plan will be

broken into the following primary elements (expanded as necessary to address community input): economic opportunity, transportation connectivity, land use resources, community cohesion. This discussion will also include a review of the potential format/outline for a community based improvement association or business group to aid in the implementation of the action plan.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

8. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including Consensus reached through the community workshops. This will entail two separate meetings.

Products and Outcomes:

The resulting alternatives will be focused on placemaking. Specific products include:

1. Regular meetings with the Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Initial LA 52 Revitalization Plan recommendations including components covering circulation, generalized land use plan; final market recommendations, zoning, economic development and neighborhood design.
3. Neighborhood Design Plan
4. Updates to the Market analysis
5. Redevelopment scenarios including renderings (initial and final)
6. Initial Draft Policies and Action Plan
7. Materials to be used during the enhanced public participation process:
 - Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
 - Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #3;
8. Report to Parish Planning Commission and Parish Council

Phase IV:

Draft Corridor Revitalization Plan (January – May 2014)

Major Tasks:

1. Deliver Draft Plan Elements (CON) Plan elements should include the following, with each prefaced with a summary of key issues, findings and opportunities:
 - a. Transportation Element
 - Mobility plan (bike/pedestrian circulation)
 - Connectivity plan

- Public Transit
 - Roadway design
 - b. Land Use Element
 - Zoning and Subdivision Ordinance amendments
 - Architectural / design review guidelines
 - Blight/code enforcement eradication
 - c. Housing Plan
 - Existing Conditions
 - Housing Needs
 - Feasible Development Scenarios
 - Potential Partnerships
 - Financing Mechanisms
 - d. Economic Development Element
 - Existing Conditions
 - Areas of Opportunity
 - Potential Partnerships
 - Best Practices, including
 - ACRE Attraction, Creation, Retention, Expansion
 - Economic Gardening
 - Creating Community Wealth
 - Economic Development Strategy
 - e. Commercial/Retail/Industrial/Institutional Development
 - Market Feasibility
 - Identified Sites and Design Scenarios
 - Phasing Plan
 - Funding Mechanisms
 - f. Infrastructure Element
 - Roadway
 - Pedestrian/Streetscape Elements
 - Utilities
 - Drainage
 - g. Public Space Element
 - Streetscape design
 - Public landscape design
 - Park and recreation needs
 - h. Public Participation Plan and Documentation (CPx)
2. Evaluate Plan Elements (PS, SC) Plan elements will be reviewed by Planning Staff for consistency with Vision, and Brand preferred design concept, and ability to achieve goals. Elements will be forwarded to Steering Committee for discussion.
3. Deliver Action Implementation Plan Component (CON) Implementation plan will be a phased action plan composed of zoning district and code revisions; identification of potential redevelopment projects; needed infrastructure improvements and financial constraints.

4. Evaluate Implementation Plan Component (PS, SC) The implementation strategy will be reviewed by Parish Staff for consistency with Vision and ability to achieve goals. Elements will be forwarded to Steering Committee for discussion.
5. Executive Committee Workshop Series (#8/#9) and Advisory Committee Meeting #5–Action Plan (PS, CON) The final series of Executive Committee Workshops will consist of a review of the final action plan. The plan will be presented over the course of two meetings, with the purpose of facilitating discussion and input into the items identified.

At the second meeting, held concurrently with the Advisory Committee, both groups will be asked to offer an endorsement of the plan as presented prior to its release to the public for their review and comment.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primarily facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

6. Community Workshop #4 - Plan Presentation (CON) Draft plan will be presented and public and stakeholder input will be used to guide plan refinements.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primarily facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

7. Review Workshop Outcome (PS, CON) A review of public participation response received, examine input to determine if it represents the project area and use COS to collect additional input within the project area through direct contact or other methods.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

8. Conceptual Roadway Engineering Plan (CON) Conceptual engineering plans for the recommended streetscape improvements will be developed as a result of alternatives identified through the combined Committee and Public Outreach process. This plan will include a series of typical sections and plan views to reflect recommended corridor improvement options on LA 52, as well as onto the main approaches/cross streets for a distance of up to 300 feet in each direction, within the distinct corridor segments, generally defined as:

- Segment #1: River Road to 3rd Street;
- Segment #2: 3rd Street to Angus Drive;
- Segment #3: Angus Drive to Blueberry Hill Street;
- Segment #4: Blueberry Hill Street to US 90.

Initial input to these plans will come from the Stage 0 Feasibility Study, combined with information supplied by the Parish and LDOTD to confirm location and diversity of utilities, right-of-way benchmarks, and drainage features. DOTD roadway design standards will also be applied, with standard used identified as part of the conceptual plan. (*Note, no new survey will be taken as a part of this project*). Conceptual plans will incorporate the LADOTD Adopted Complete Streets Policy, as well as applicable road design standards and policies to address access management, rail crossing safety, driveway development and pedestrian access. Order of magnitude cost estimates for construction, along with suggested development phasing of improvements, for final recommendations, will be incorporated into the Engineering Plan.

Coordination with the RPC sponsored Stage 1 Environmental Study for the Paul Maillard corridor will be required in order to maintain consistency between both projects. Coordination for these projects will occur through the Parish as the primary representative to the RPC.

9. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including Consensus reached through the community workshops. This will entail two separate meetings.

Products and Outcomes:

The most important outcome from Phase IV is a final plan document to present to the Parish Council. Specific products include:

1. Regular meetings with Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Detailed strategies, graphic illustrations to guide policy development and implementation consistent with the expressed community vision.
3. Conceptual roadway engineering design and report (30% plans)
4. Land use and zoning maps
5. Prioritized redevelopment sites, acquisition strategies for key parcels and parcel assemblages, streetscape design with renderings and tree canopy restoration, prioritization of capital improvements, connectivity mapped with focus given to bicycle and pedestrian modes.
6. Identification of short and long-range action initiatives along with associated costs and potential revenue sources, timeframes, and procedural steps for necessary code amendments.
7. Protocol to secure property control and solicit prospective developers.
8. Documentation of economic and/or fiscal benefits that may be realized through development.

9. Cost-benefit relationships for various options, considering probable levels of public investments needed to achieve longer term vision.
10. Success from previous public outreach will be evaluated and adjusted to provide for maximum public input. (See Phase 1, Objective 4 Outputs)
11. Materials to be used during the enhanced public participation process:
 - Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
 - Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #4;
12. Report to Parish Planning Commission and Parish Council.

Phase V
Final Plan and Adoption (April - Sept 2014)

Major tasks:

1. Meetings with administration and elected officials (PS, CON) Planning staff will conduct meetings and briefings with decision-makers to update them on aspects of the final plan.
2. Continued outreach (PS) Planning staff will promote the plan and initiate the implementation strategies.
3. Final reporting/grant closure (PS, PGS) All required program and finance reporting will be completed.

Products and Outcomes:

1. Adopted LA 52 Corridor Revitalization Plan
2. Preliminary zoning district and code amendments for plan and development consistency

BUDGET BY PHASE

| <u>Phase</u> | <u>I-Baseline</u> | <u>II-Analysis of</u> | <u>III-Action Plan</u> | <u>IV-Draft</u> | <u>Plan V-Final Plan</u> | <u>TOTAL</u> |
|------------------|-------------------|-----------------------|---------------------------|-----------------|--------------------------|--------------|
| | <u>Conditions</u> | <u>Exist Cond</u> | <u>& Alternatives</u> | | | |
| Est. Labor Cost | \$47,777.60 | \$122,465.60 | \$105,045.60 | \$96,242.40 | \$30,990.80 | \$402,522.00 |
| Est. Direct Cost | \$2,650.00 | \$1,800.00 | \$1,650.00 | \$2,450.00 | \$4,950.00 | \$13,500.00 |
| EST. TOTAL COST | \$50,427.60 | \$124,265.60 | \$106,695.60 | \$98,692.40 | \$35,940.80 | \$416,022.00 |
| Phase % of TOTAL | 12% | 30% | 26% | 24% | 9% | 100% |

ATTACHMENT B:
Acceptable Contractor Personnel

CONTRACTOR must provide all work on this contract through the following personnel:

BURK – KLEINPETER, INC.

Bruce Badon, AICP
Michael Chopin, PE
René Chopin, PE
Ed Elam, AICP
Kester Hollier, AICP
José Rodriguez, PE
Carl Seifert
Ellen Soll, AICP
Paul Waidhas, AICP

GCR & ASSOCIATES, INC.

Tyler Antrup
Rosie Lacy
Lucas Lilly
Mona Nosari
Richard Poché, GISP
Rebecca Rothenberg, AICP

ALTA PLANNING + DESIGN, INC.

John Cock
Jean Crowther
Nick Faldo
Jeff Olson

JEMISON AND PARTNERS, INC.

Lydia Jemison, AICP

CONTRACTOR shall assign other personnel or sub-contractors to this contract only upon prior approval of St. Charles Parish.

COOPERATIVE AGREEMENT PROVISIONS

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A. GENERAL

1. Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan, deliverables outcomes and budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

2. Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

3. Definitions

- a. "Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.
- b. "Equipment" means a tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- c. "DUNS" means Dun and Bradstreet Data Universal Numbering System.

- d. "Grant Officer (GO)" means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.
- e. "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- f. "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.
- g. "Grantee" as used herein refers to the recipient of this cooperative agreement.
- h. "NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.
- i. "NOPI" means Notice of Public Interest
- j. "OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.
- k. "Publication" includes:
 - (1) Any document containing information for public consumption; or
 - (2) The act of, or any act which may result in, disclosing information to the public.
- l. "Recipient" Any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

m. "Subaward" means:

(1) A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

(a) The recipient awards to an eligible sub-recipient; or

(b) The sub-recipient at one tier awards to a sub-recipient at the next lower tier.

(2) The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, § .210 of the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

(3) A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

n. "Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in § .210 of OMB Circular A-133 (2 CFR Part 180).

o. "Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount). This is the sum of the federal award and grantee match.

p. "Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

B. PROGRAM REQUIREMENTS

1. Allowable Costs

a. This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

- b. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

| | | |
|-------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost Principles for State, Local, and Indian Tribal Governments | OMB Circular A-87 | Relocated to 2 CFR, Part 225; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html |
| Cost Principles for Non-profit Organizations | OMB Circular A-122 | Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf |
| Cost Principles for Educational Institutions | OMB Circular A-21 | Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf |
| Audits of States, Local Governments, and Non-Profit Organizations | OMB Circular A-133 | Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf |
| Cost Principles for Commercial/For-profits | Federal Acquisition Regulations at 48 CFR Part 31.2 | http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948 |

- c. Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars_default

2. Administrative Requirements

The grantee must adhere to all respective uniform administrative rules for Federal grants and cooperative agreements and subawards as follows:

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations | 24 CFR Part 84 | http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc |
| Administrative Requirements for Grants | 24 CFR Part 85 | www.hud.gov/offices/lead/librar |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments | | y/lead/24_CFRPART_85.pdf |
| Grants and Cooperative Agreements with State and Local Governments | OMB Circular A-102 | http://www.whitehouse.gov/omb/circulars_a102 |
| Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations | OMB Circular A-110 (Relocated to 2 CFR Part 215) | http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf |
| Audits of States, Local Governments, and Non-Profit Organizations; and | OMB Circular A-133 (Relocated to 2 CFR Part 180), | http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf |

3. Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24-CFR 58.34(a) for a list of exempt activities.

4. Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

5. Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the “**Total Instrument Amount**”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “**Total HUD Amount**”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for

more information. The proposed contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear without reimbursement by HUD the “Recipient Amount” of the total costs. The Grantee is not obligated to contribute more than the “Recipient Amount”. However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the “Total Instrument Amount”.

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than “Recipient Amount” under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, “Estimated Cost and Payment - Line Of Credit Control System (LOCCS).”

HUD reserves the right to withhold payment if leveraged resources are not spent.

6. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a bi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled “Closeout”).

The Federal Financial Report (Standard Form 425) shall be submitted on a bi-annual basis and is due 30 days after the reporting period.

7. Central Contractor Registration (CCR)

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards.

8. Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- a. Standard Form 424 or HUD 424, Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification Regarding Parties Excluded From Procurements
- e. Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- f. Certification/Disclosure Regarding federal Debt
- g. Certification Regarding a Drug-Free Workplace
- h. Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

9. Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the total HUD amount among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

10. Closeout

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

11. Collection Of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;

- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

13. Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

14. Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

15. Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

16. Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this

grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

17. Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

18. Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

19. Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

21. Environmental Review

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

22. Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Initiative Grant Programs.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

23. Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. First tier subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

24. HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

25. HUD's SUBSTANTIAL INVOLVEMENT

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to bi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring

- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

26. Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the effective date of the award as stated on the HUD-1044 under period of performance. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

At a minimum, grantees are required to drawdown funds on a quarterly basis. An e-LOCCS Request Voucher for Grant Payment (HUD form 27053) must be used to be reimbursed for award funds. Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

27. Indirect Costs

For grantees without a federally approved indirect cost rate, a provisional indirect cost rate, pending establishment of a final rate, will be applied to this grant. Reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

28. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

29. Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

30. Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

31. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

32. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

33. Management and Work Plan

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions that will be provided by the GTR.

The management and work plan consist of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

34. Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

35. Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

36. Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

37. Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

38. Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

39. Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

40. Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

41. Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

42. Publications and News Releases and Social Media

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

43. Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

b) Bi-Annual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

c) Required Reports

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

44. Reproduction of Reports

BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

45. Review of Deliverables

- a) Definition - For the purpose of this clause, "Deliverables" include:
 - 1) All interim and final reports;
 - 2) Survey instruments required by Work Plan, if applicable;
 - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
 - 4) In-kind and leverage commitments, if applicable.
- b) General

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

46. Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

47. Section 508 Compliance

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

49. Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

50. Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

51. Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

ATTACHMENT D:
**COMPLIANCE PROVISIONS FOR FEDERALLY ASSISTED
CONSTRUCTION CONTRACTS AND SUBCONTRACTS**

1. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts and subcontracts in excess of \$10,000)

By the execution on this Agreement, CONTRACTOR, or subcontractors certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, CONTRACTOR, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, or national origin, because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract

or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

3. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968-COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

(Applicable to U.S. Dept. of Housing and Urban Development financially assisted Contracts or Subcontracts)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part

135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.

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

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

4. CLEAN AIR AND WATER ACTS

(Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

The CONTRACTOR and all Subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

5. ACCESS TO RECORDS--MAINTENANCE OF RECORDS

The Federal agency providing the assistance for this contract, 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 this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by St. Charles Parish and will be maintained for a period of three (3) years after St. Charles Parish makes final payments and all other pending matters are closed.

6. INSPECTION

The authorized representative and agents of the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

7. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by St. Charles Parish and the Federal agency providing the assistance for this contract.

8. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment 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.
- B. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTORS shall incorporate foregoing requirements in all subcontracts.

10. PATENTS

- A. The CONTRACTOR shall hold and save St. Charles Parish and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by St. Charles Parish of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by St. Charles Parish and not by or through the CONTRACTOR.
- C. If the CONTRACTOR uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with St. Charles Parish of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The CONTRACTOR and/or his Sureties shall indemnify and save harmless of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify St. Charles Parish for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

11. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the CONTRACTOR for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of St. Charles Parish and all such rights shall belong to St. Charles Parish.

12. TERMINATION FOR CAUSE

(Applicable to contracts in excess of \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, St. Charles Parish shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the

effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of St. Charles Parish, become St. Charles Parish's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to St. Charles Parish for damages sustained by St. Charles Parish by virtue of any breach of the contract by the CONTRACTOR, and St. Charles Parish may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due St. Charles Parish from the CONTRACTOR is determined.

13. TERMINATION FOR CONVENIENCE

(Applicable to contracts in excess of \$10,000)

St. Charles Parish may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the contract is terminated by St. Charles Parish as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

14. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

15. SUBCONTRACTS

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The CONTRACTOR shall be as fully responsible to St. Charles Parish for the acts and omissions of the CONTRACTOR's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the CONTRACTOR.
- C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that St. Charles

Parish may exercise over the CONTRACTOR under any provision of the contract documents.

- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and St. Charles Parish.

16. SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

The CONTRACTOR and all Subcontractors shall comply with the requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

17. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or the CONTRACTOR's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

19. ANTI-KICKBACK RULES

(Applicable to all contracts and subcontracts for construction or repair)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations

and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. INTEREST OF CONTRACTOR

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that in the performance of this Contract that no person having any such interest shall be employed.

21. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

22. LOBBYING

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

- A. No Federally 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 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 federally 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 CONTRACTOR shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

23. FEDERAL LABOR STANDARDS PROVISIONS

(Applicable to contracts and subcontracts in excess of \$2,000, when required by Federal grant program legislation, and with the exception of those funded with grants for disaster relief under FEMA's principal relief authority, the Robert T. Stafford Disaster Relief Act)

The CONTRACTOR shall abide by the requirements of the Federal Labor Standards Provisions (29 CFR 5.5) as follows:

A.1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(A)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(A)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(A)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. St. Charles Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld

from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, St. Charles Parish may, after written notice to the CONTRACTOR, sponsor, applicant, or St. Charles Parish, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3.(i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (A)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant sponsor, or St. Charles Parish, as the case may be, for transmission to the appropriate Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(A)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime

CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or St. Charles Parish, as the case may be, or transmission to the appropriate Federal agency, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or St. Charles Parish).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (A)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (A)(3)(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (A)(3)(i) available for inspection, copying, or transcription by authorized representatives of the appropriate Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor,

applicant or St. Charles Parish, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and

Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The CONTRACTOR or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (A)(1) through (11) and such other clauses as the Federal agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards

provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and St. Charles Parish, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the CONTRACTOR or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (B)(1) of this section, the CONTRACTOR and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (B)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

(4) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (B)(1) through (4) of this section.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The CONTRACTOR shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The CONTRACTOR shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The CONTRACTOR shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.