

STATE: Minnesota
EWP: City of Duluth

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this ___ day of June, 2013, by and between the City of Duluth, hereinafter called the Sponsors and the Contracting Local Organization; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, P.L. 81-516, 33 U.S.C. 701b-1; The Emergency Watershed Protection Program, 33 U.S.C. 2203, as amended and Section 403 Title IV of the Agricultural Credit Act of 1978, P.L. 95-334, 16 U.S.C. 2203; 5 U.S.C. 301, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by June 2012 floods.

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

- A. It is agreed** that the following described work is to be performed at an estimated total project cost of \$710,610. Any increase in cost must be approved by NRCS before expenses are incurred. Any costs beyond the amount authorized under this agreement that are incurred without NRCS approval will not be reimbursed. The final cost will be based on this estimate or the actual project cost, whichever is less.

Work to be performed:

In accordance with the Damage Survey Reports (DSRs), approved by the State Conservationist and concurred in by the Sponsor, for the chosen alternative, the following work will be completed:

DSR No.	Description	DSR Date	Total Construction Cost
MN03137-06	Chester Creek Site 52, woody and rock debris removal	9/13/2012	\$7,500
MN03137-07a	Mission Creek Site, woody and rock debris removal	10/25/2012	\$313,170
MN03137-07b	Mission Creek Site, stream-bank erosion protection	10/25/2012	\$222,200
MN03137-08a	Kingsbury Creek Site, woody and rock debris removal	10/25/2012	\$128,650
MN03137-08b	Kingsbury Creek Site, stream-bank erosion protection	10/25/2012	\$24,900
MN03137-09	Coffee Creek Site 62, stream-bank erosion protection	10/26/2012	\$14,190
		Total	\$710,610

The DSR's are included as attachment(s) C to this Agreement. See DSR for actual site depiction.

B. THE SPONSOR WILL:

1. Contract for the works described in Section A and provide for their completion on or before the date specified in the Notice to Proceed letter. No work shall commence until the Notice to Proceed (NTP) letter is issued. The Sponsor will provide NRCS a copy of each solicitation (invitation for Bids, Request for Quotations, etc.) bid abstract, and awarded contract associated with the work. Competitive procedures must be used to ensure a fair and reasonable price is obtained for any services supporting the works of improvement. The project completion date will be specified in the Notice to Proceed.
2. Hold a pre-implementation conference with NRCS, the Sponsor, and other involved parties unless waived by NRCS. During the conference the scope of work, repair approach and implementation parameters consistent with the site's DSR will be discussed and documented. If the scope of or approach to the work requires modification, the DSR will be amended to reflect required changes.
3. Secure any required local, State, or Federal permits prior to project commencement. Sponsor will notify NRCS of environmental clearance, modification of project plans, or any unresolved concerns as well as provide copies of all permits, licenses, and other documentation required by Federal, State, and local statutes and ordinances prior to executing procurements for this project.
4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition.
5. Appoint an authorized representative who shall have authority to act for the Sponsor, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS grants & agreement's specialist at the following address: USDA-NRCS, 375 Jackson Street Suite 600, Saint Paul, MN 55101.
6. Issue an invitation for bids, RFQ or other appropriate solicitation for acquired services that include all applicable provisions and clauses in Attachments A and B.
7. The Sponsor shall arrange for and conduct final inspection of the works of improvement with NRCS to determine whether all work has been performed in accordance with contractual requirements. The NRCS Liaison and the Sponsor Liaison shall participate in the final inspection.
8. Take responsibility and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Contracting Local Organization, including any legal expenses. The Contracting Local Organization will advise, consult with, and obtain prior written concurrence of the NRCS grants & agreement's specialist on any such matters in which NRCS could have a financial interest.
9. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Contracting Local Organization under this agreement or resulting from the work provided for in this agreement.
10. Provide a final project report to NRCS which contains a project summary (specifically including pertinent dates) and actual costs.
11. Provide cash contribution for any portion of the required 25% (\$177,652.50) of the actual cost of constructing the emergency watershed protection measures described in Section A.

12. Provide in-kind technical services (surveying the site, design the project, develop engineering plans and specifications, contract administration, and inspection services). The maximum value of in-kind technical services that will be reimbursed to the Sponsor will not exceed 8.0 percent (\$56,848.80) of the cost of constructing the emergency watershed protection measures described in Section A of this agreement. Reimbursement will be based on actual in-kind technical service provided costs with supporting documentation.

13. The following individual is designated as the liaison between the Sponsor and NRCS:

Chris Kleist
City Hall Room 211
Duluth, MN 55802
218-355-0598
ckleist@DuluthMN.gov

14. Accept all financial and other responsibility for excess costs resulting from failure to obtain, or delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

15. Contract for the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations.

16. Comply with any applicable requirements in Attachment A and B to this agreement.

17. Ensure that all contracts for this project include the provisions contained in Attachment B

18. Ensure that requirements for compliance with environmental and cultural resource laws are incorporated into the project.

19. Complete all work required under this agreement, including, but not limited to streambank stabilization, final inspections, and payment of contractor.

20. Comply with the provisions of the Debt Collection Act of 1996, as amended, 31 U.S.C., which requires Federal agencies to convert from check payments to Electronic Fund Transfers (EFT). Sponsors will submit the name of your designated financial institution, financial institution routing information, and account number, the type of account in which deposits will be made, i.e., checking or savings, and your tax identification number or social security number on form SF1199. This information must be attached to this project agreement.

21. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance.

22. Be responsible for all administrative expenses necessary to arrange for and carry out the works described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by the NRCS to resolve any legal matters.

23. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 30-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her

duly authorized representative and accredited representative of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts and transcripts.

24. The Partner shall request reimbursement through the use of a properly completed Form SF 270, Request for Advance or Reimbursement, with supporting documentation. The Form SF 270 must be certified by the Responsible Official with the following statement signed and dated in the “This space for agency use” area located at the bottom of the form: “I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment.”
25. Requests for reimbursement shall be no more often than every 30 days for the period this agreement is in force and signed by the appropriate official of The Partner. Include a Vendor Identification Number (VIN) – Taxpayer ID Number on the second line of the remittance address on all SF 270 forms submitted for payment in order for NRCS to make payment by electronic funds transfer. Completed SF 270, invoices, bills and supporting documentation shall be submitted to:

Budget Officer
USDA NRCS
Suite 600
375 Jackson Street
St. Paul, MN 55101
651-602-7860

Total amount from NRCS will not exceed **\$589,806.30**.

26. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant.
 1. Duns and Bradstreet (D&B) Data Universal Numbering System (DUNS) number can be obtained by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate.
 2. Upon obtaining the DUNS number, the Recipient further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. The Recipient also agrees to update the CCR information as necessary and to renew the registration annually prior to its expiration date. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. Recipient without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

DUNS# 041077673

27. Submit to the NRCS Responsible Official a quarterly accomplishment report (also referred to as an accrual report) in accordance with the following schedule. The reports will be used by NRCS to verify compliance with provisions of this Agreement in accordance with 7 CFR 3015.92(a). An accrual is the amount of work you are performing or have performed in any given quarter of the year but for which you have not yet billed.

Quarterly Fiscal Schedule:	Report Due Date:
October 1 – December 31	December 15th
January 1 – March 31	March 15th
April 1– June 30	June 15th
July 1– September 30	September 15th
Final Report	90 days after agreement expires

28. Comply with the provisions of the Debt Collection Act of 1996, as amended, 31 U.S.C., which requires federal agencies to convert from check payments to Electronic Fund Transfers (EFT). The Partner will submit the name of its designated financial institution, financial institution routing information, account number, the type of account in which deposits will be made, and its Tax Identification number on a SF-1199a or verify that the direct deposit information is the same as the last payment on the attached invoice when submitting each payment. A copy of a blank SF-1199a, direct deposit form, may be obtained from the NRCS liaison.
29. Submit Form SF 425, Financial Status Report, when directed by the NRCS. A quarterly progress report on the project will also be required. Submit the SF 425 and quarterly progress report to the NRCS Administrative Liaison.

C. NRCS will:

1. Provide 75 percent (not to exceed \$532,957.50) of the actual cost of the emergency protection measures described in Section A for financial assistance.
2. Provide the value of the Sponsor in-kind contribution not to exceed 8.0 percent (\$56,848.80) of the cost of constructing the emergency watershed measures described in Section A. Reimbursement will be based on actual in-kind technical service provided costs with supporting documentation.
3. Issue a Notice To Proceed (NTP) letter upon full execution of this agreement which provides a specified completion date. The completion date will be 220 calendar days from the date that funds are transferred to Minnesota from the national account. Completion date must be on or before 16 January 2014.
4. The NRCS will not be substantially involved with the technical or contractual administration of this agreement.
5. Make payment to the Sponsor covering NRCS’s share of the cost, upon receipt and approval of Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-share items of work described in Section A and Attachment C (DSRs) of this agreement such as an invoice from the partner on letterhead with work performed and amount due referencing this

agreement. Payment will be made under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208.

- 6. Be available to conduct progress checks and participate in final inspections.

- 7. Provide the following as contacts:

	Technical	Administrative
NAME:	Jim Dusek——	Howard Stover
ADDRESS:	4915 Matterhorn Drive— Duluth, MN 55811	375 Jackson Street, Suite 600 Saint Paul, MN 55101
TELEPHONE NO.:	218-720-5308, ext 106—	651-602-7934
EMAIL ADDRESS:	jim.dusek@mn.usda.gov	Howard.Stover@mn.usda.gov

D. It is mutually agreed that:

- 1. This agreement shall be effective upon signature by NRCS.
- 2. The completion date will be January 16, 2014. No project work shall commence until the Notice To Proceed is issued.
- 3. NRCS may make adjustments to the estimated cost to NRCS set forth in Section A. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment is to change the cost sharing assistance percentage to be provided by NRCS nor reduce funds below the amount required to carry out NRCS’ share of the contract.
- 4. The contract for work described in Section A will *not* be awarded to the Sponsor/Contracting Local Organization or to any firm in which any Sponsor/Contracting Local Organization official or any member of such official’s immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 5. In the event of default, any additional funds properly allocable as removal and restoration project costs required to ensure completion of the job are to be provided in the same ratio as project funds are contributed by the parties under the terms of this agreement. Any excess costs, including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Contracting Local Organization and NRCS in the same ratio as project funds are contributed under the terms of the agreement.
- 6. Additional funds, including interest properly allocable as project costs as determined by NRCS, required as a result of a decision of the grants & agreement’s specialist or a court judgment in favor of the contractor will be provided in the same ratio as project funds are contributed under the terms of this agreement subject to availability of funds. NRCS will not be obligated to contribute funds under any agreement or commitment made by the local Contracting Local Organization without prior concurrence of NRCS.
- 7. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Contracting Local Organization or the Sponsors is needed to meet the provisions of the agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

8. NRCS, at its sole discretion, may refuse to cost-share should the Contracting Local Organization, in administering the contract, elect to proceed without obtaining concurrence as set out in Section C of this agreement.
9. Adjustments to and between sites described in individual Damage Survey Reports (DSR's) under the same Project Agreement are acceptable without an Amendment, in so far as the total estimated amount, set forth in paragraph A of this Agreement, is not exceeded.
10. This agreement may be renegotiated, amended, extended or modified by a written agreement, as mutually agreed upon by both parties.
11. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
12. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accordance with legal rights and liabilities of NRCS and the Sponsor.
13. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
14. By signing this agreement the sponsor assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal Civil Rights laws, rules, regulations, and policies.
15. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
16. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor. They also shall not assist the Sponsor or any person associated with the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor or any person associated with the Sponsor concerning future employment and shall refrain from participation in efforts regarding the Sponsor until approved by NRCS.

17. Financial and technical assistance on this project is summarized as follows:

DSR Number	Local name	Estimated Construction Cost	NRCS		Sponsors
			Financial Assistance, FA	Technical Assistance, TA	Local Contribution
MN03137-06	Chester Creek Site 52	\$7,500.00	\$5,625.00	\$600.00	\$1,875.00
MN03137-07a	Mission Creek	\$313,170.00	\$234,877.50	\$25,053.60	\$78,292.50
MN03137-07b	Mission Creek	\$222,200.00	\$166,650.00	\$17,776.00	\$55,550.00
MN03137-08a	Kingsbury Creek Site	\$128,650.00	\$96,487.50	\$10,292.00	\$32,162.50
MN03137-08b	Kingsbury Creek Site	\$24,900.00	\$18,675.00	\$1,992.00	\$6,225.00
MN03137-09	Coffee Creek Site 62	\$14,190.00	\$10,642.50	\$1,135.20	\$3,547.50
	Project Totals	\$710,610.00	\$532,957.50	\$56,848.80	\$177,652.50

**Contributions from sponsor may include monies from others.*

This agreement is approved and duly executed hereto:

SPONSOR: CITY OF DULUTH

BY: _____
 DAVID MONTGOMERY
 TITLE: Chief Administrative Office

DATE: _____

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

BY: _____
 DON A. BALOUN
 TITLE: State Conservationist

DATE: _____

For NRCS Internal Use (Below for this page only)

Program approval: _____ Date: _____
 Scott Swanberg, Acting EWP Manager

Funds Sufficient by NRCS Budget Officer _____ Date _____ Amt: \$532,957.50 Fund 13 62F (FA) BOC 4115
 Monica Chin, Budget Officer Amt: \$ 56,848.80 Fund 13 62T (TA) BOC 4115

Reviewed by Grants & Agreements' Specialist at State Office: _____ Date: _____
 Howard Stover

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

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ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions, which are hereby attached to this agreement.

I. Drug-Free Workplace.

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

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

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

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

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

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee’s policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --
- (1) Abide by the terms of the statement; and
 - (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

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

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

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

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

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

- (1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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

The Sponsor signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State Conservationist or Regional Assistant Chief prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

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

A. The Sponsor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

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

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility

except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, 3051 and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I. EQUAL OPPORTUNITY (SCS-AS-83)**
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)
(SCS-AS-83)**
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS**
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)**
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

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ATTACHMENT B - SPECIAL PROVISIONS**CONSTRUCTION****I. EQUAL OPPORTUNITY**

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

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal

Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

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

SCS-AS-818
Rev. 4-70
File Code AS-14

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, 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, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor 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, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements - offers is prescribed in 18 U. S. C. I 00 1.

Contractor Signature _____

Title _____

Date _____

**VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security identification number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94 1.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 1 1246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in each file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the 'job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations- , serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to promote privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in one or more of the affirmative action obligations (Paragraphs 7.a- through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 1 1246, as amended.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT C- DSR

(This is a separate attachment to be included as part of this agreement)