

**Avondale Estates**

**The North Woods at Lake Avondale**

**Green Infrastructure Stormwater Mitigation and**

**Recreation Area**

**Design, Construction Documents and Implementation**

**Request for Proposals**

**October 5, 2020**

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# City of Avondale Estates

This is a Request for Proposals (RFP) for the North Woods at Lake Avondale Green Infrastructure Stormwater Mitigation and Outdoor Recreation Area Design Plan, Construction Documents and Implementation.

## SECTION 1. INVITATION

The City of Avondale Estates, herein referred to as "City", is soliciting proposals from qualified professional firms, hereinafter referred to as "Consultant" to provide Professional Design, Engineering and Construction services as outlined within the Request for Proposal, hereinafter referred to as "RFP" for the "North Woods at Lake Avondale Green Infrastructure Stormwater Mitigation and Outdoor Recreation Area Design Plan, Construction Documents and Implementation Project", hereinafter referred to as "North Woods at Lake Avondale Stormwater Mitigation Project".

## SECTION 2. GENERAL PROPOSAL INFORMATION

**Issuing Agency:** City of Avondale Estates

21 North Avondale Plaza

Avondale Estates, GA 30002

Phone: (404) 294-5400

**Issuing Date:** October 5, 2020

**Pre-Application Meeting On-Site Tour and RFP Q & A:** October 14, 2020

**Deadline for Written Questions:** October 16, 2020

**Proposal Closing Date:** November 4, 2020

**Proposal Closing Time:** 3 p.m.

The Request for Proposal documents may be accessed at <https://www.avondaleestates.org/NorthWoods>. Any updates will be posted to the website.

The City reserves the right to reject all proposals and accept any proposal that it may deem to be in the interest of the City.

All questions or concerns regarding this RFP must be in writing, addressed to Carolyn H. Rader, 'North Woods at Lake Avondale' Project Manager, at [chrader@bellsouth.net](mailto:chrader@bellsouth.net).

**Page Limit/Font Size:** The cumulative total pages for the proposal must not exceed 12 pages (Minimum Font Size: 12, Single Spaced). Page count is exclusive of cover letter, blank pages or tabs, and any required forms.

**\*Number of Copies Required:** Three (3) hard copies with jump drive and 1 electronic copy.

Proposals shall be submitted in a sealed envelope plainly identifying *City of Avondale Estates "North Woods at Lake Avondale Project"* with *Consultant's* name and address.

**Funding Source(s):** City of Avondale Estates Stormwater Utility and GA Department of Natural Resources, Land and Water Conservation (LWCF) Grant (for Construction Documents and Construction Implementation).

## **Pre-Application Meeting and On-site Tour**

A pre-application meeting and on-site tour of the North Woods site will be held on Oct 14th at 3:00 pm at Lake Avondale Park, starting at the Gazebo located north of the Lake. Masks are required on City property.

<https://www.google.com/maps/place/Avondale+Lake/@33.7668389,-84.2663115,17z/data=!3m1!4b1!4m5!3m4!1s0x88f5a9e47d31c82f:0x12a9fcec500a1773!8m2!3d33.7668941!4d-84.2642586>

Written questions on this RFP will be accepted through October 16 to [chrader@bellsouth.net](mailto:chrader@bellsouth.net) by 5 pm. No verbal questions outside the pre-application meeting will be accepted. Written answers will be provided to all written questions received before the deadlines established above and all questions from the pre-application site visit. Questions and answers will be posted on the City of Avondale Estates' Northwoods at Lake Avondale Project website: <https://www.avondaleestates.org/NorthWoods>

Confirmation of receipt of proposals will be provided.

Timeline: January 1, 2020 - December 31, 2021

Budget: The total budget is approximately \$400,000 which includes design, engineering, construction and contingency costs.

Award: The lowest price proposal will not guarantee an award recommendation. The City reserves the right to negotiate with one or more consultants for the best price after RFQ submittal. Funds for construction documents and implementation include GA DNR Land and Water Conservation Grant award and terms and provisions will apply. (See APPENDIX)

## SECTION 3. OVERVIEW

The City of Avondale Estates, founded in 1924, is one of the Southeast's first planned communities. Its unique character includes a compact and walkable Tudor style town center adjacent to an historic residential neighborhood with tree-lined streets and sidewalks. Residents enjoy walkable access to the town center, public schools and recreational and outdoor amenities. One of the most loved and used amenities is Lake Avondale Park, an eight-acre lake and park area with an adjacent 4.7-acre wooded ravine to the north of the Lake called The North Woods.

Located in the heart of the Avondale Historic District and residential neighborhood, Lake Avondale Park is enjoyed by residents and visitors alike for relaxation, exercise, family and social events and at one time, recreational fishing. The Lake is fed by two natural springs and the headwater stream of Cobbs Creek, originating in the North Woods. The North Woods is an underused and partially inaccessible part of Lake Avondale Park. Stormwater that is being diverted into the North Woods, from two catch basins on Berkeley Road, is causing serious erosion and hazardous conditions. The eroded soil and the runoff have contaminated the springs and stream, degraded Lake Avondale's water quality and visual quality and caused sedimentation of a natural wetland located in the northwest corner of the lake.

The City is seeking a holistic solution to the stormwater erosion, water quality concerns and flooding in the North Woods at Lake Avondale Park area. The City seeks a design plan and construction documents that include both the green infrastructure design solutions identified in the Lake Avondale Master Plan, adopted in 2008, (<https://www.avondaleestates.org/northwoods>) and the City's grant from the GA Department of Natural Resources to implement green infrastructure stormwater mitigation and outdoor recreation amenities the North Woods, and examination of traditional engineered solutions for a holistic design plan and construction documents that provide creative and sustainable solutions to the drainage issues in this area.

## SECTION 4. HISTORY AND CONTEXT

In 2008, the City adopted The Lake Avondale Master Plan, which included a Rain Garden concept plan to mitigate stormwater erosion in the North Woods, improve water quality in Lake Avondale, and reduce downstream flooding on Berkeley Road.

<https://www.avondaleestates.org/DocumentCenter/View/2047/Lake-Avondale-Master-Plan->

The North Woods Rain Garden Concept Plan ([www.avondaleestates.org/Northwoods](http://www.avondaleestates.org/Northwoods)) was prepared for the City of Avondale Estates and the Lake Board Advisory Committee to expand the Rain Garden concept at the North Woods site to mitigate erosion, water quality issues in Lake Avondale and downstream flooding on Berkeley Road. The North Woods Rain Garden would help alleviate downstream flooding by receiving a larger portion of stormwater to flow from Berkeley Road into the North Woods. Inlet capacity would need to be increased to transport more volume and flow. The North Woods Rain Garden would substantially reduce flow velocity and a meandering flow path would allow suspended sediments and other floatables to “settle out” in the Rain Garden. The stormwater would eventually be slowly released into the original stream channel in the northwest woods and then into Lake Avondale. Maintenance access to remove settled material would be facilitated in the design of the Rain Garden.

In March of 2020, the City received a grant from the GA Department of Natural Resources to implement a green infrastructure stormwater facility and infiltration system in the North Woods where it enters from the catch basins on Berkeley Road to mitigate erosion, improve water quality and reduce downstream flooding. The grant award includes low impact design and construction of outdoor recreation amenities to include ADA accessible paths and footbridges and installation of native plant wetland and a meadow. The ‘Lake Avondale Recreation Area and Stormwater Facility’ design plan is taken from the North Woods Rain Garden concept plan of the ‘Lake Avondale Master Plan’, adopted in 2008.

The ‘Lake Avondale Recreation and Area and Stormwater Facility’ design plan, deliverables, and timeline must be included and addressed in this RFP. Please see the Appendix or <https://www.avondaleestates.org/NorthWoods> for grant documents.

## SECTION 5. PROJECT SITE DESCRIPTION AND SCOPE

Like many historic communities, the areas around Avondale Lake have limited or no stormwater infrastructure. To alleviate flooding along Berkeley Road, two catch basins and associated piping were added to Berkeley Road south of Lakeview Place. The catch basins along Berkeley Road, at the top of the North Woods, redirect stormwater via an old earthen dam to an upland ravine that parallels a natural headwater stream channel. This upland ravine was intended to have no direct connection to the natural stream within the woods, but at one location, stormwater falls off the upland shoulder at a low spot to rejoin the natural streambed. This 10 to 15-foot drop has eroded the slope to form a dangerous sheer cliff which has since been fenced off. The City would like to remove the earthen dam at the location where the stormwater enters the park to return the stormwater to the natural stream channel with a series of green infrastructure elements that will detain, slow, and filter the stormwater. In addition, the City is seeking a traditional engineered solution, if needed, in combination with the green infrastructure stormwater detention and stormwater infiltration system of the 'Lake Avondale Recreation Area and Stormwater Facility' preliminary design plan to address downstream flooding on Berkeley Road. The Consultant will provide the City with drawings and permitting necessary for the construction of a stormwater management improvements at the North Woods section of Lake Avondale Park. The project will include all associated design documentation intended to accomplish the following project goals:

- Increase inlet capacity to transport more volume and flow into the North Woods with green infrastructure design and a traditional engineered solution, if needed.
- Mitigate the erosive potential of the incoming stormwater, thereby preventing erosion in the North Woods.
- Reduce sediment loading into the northwest cove of Lake Avondale.
- Incorporate as much as possible an infiltration or filtration type of Best Management Practice (BMP), with all the associated pretreatment protection and overflow protection, in order to enhance the water quality in Lake Avondale.
- Include the green infrastructure, low impact design and construction elements of the City's 'Lake Avondale Recreation Area and Stormwater Facility' grant.
- Implementation of the City's "Lake Avondale Recreation Area and Stormwater Facility" grant design plan and construction of green infrastructure and outdoor recreation park amenities by December 31, 2021.



- Meet all ADA requirements for outdoor recreation accessibility including trails, paths and footbridges.
- The design shall treat upstream runoff to reduce total suspended solids in accordance with the Georgia Storm Water Management Manual. The consultant shall evaluate the cost of implementing said water quality BMPs and discuss their findings with the City before incorporating a specific water quality design in the construction documents. If any of these guidelines cannot be followed due to site constraints, these issues will be identified and discussed at the completion of preliminary design.

Efforts shall be made to design a project that can be constructed outside of Waters of the US. However, if permitting is necessary, encroachments into Waters of the US shall be limited to that which can be constructed under a Nationwide Permit.

## SECTION 6. SCOPE OF WORK

North Woods at Lake Avondale Green Infrastructure Stormwater Mitigation and Outdoor Recreation Project has three phases: design plan, construction documents and construction implementation. This scope of work includes 4 Tasks. Tasks 3 and 4 are optional.

### Task 1 - Design Plans

The design plan for the North Woods site must incorporate the 1.) 'Lake Avondale Outdoor Recreation Area and Stormwater Facility' grant preliminary design (see Appendix), 2) Rain Garden, as identified in the Lake Avondale Master Plan ([www.avondalestates.org/Northwoods](http://www.avondalestates.org/Northwoods)), and 3) Traditional engineered solution, if needed, to alleviate downstream flooding caused by stormwater overflow at the two inlets on Berkeley Road.

The Consultant is responsible for the following:

- Survey of the area and base map from field survey data.
- Meetings with the City staff to discuss the proposed project, the scope of design, and green infrastructure and outdoor recreation amenities included in the City's GA DNR Land Water Conservation Fund Grant "Lake Avondale Recreation Area" grant.
- Subsurface investigation necessary to support design decisions. This could include an infiltrometer test, the groundwater level (both seasonal and average), and other similar tests.
- Preliminary grading plan indicating likely limits of disturbance.
- Preliminary opinion of probable construction cost based on the preliminary grading plan and green infrastructure design plan.
- A detailed maintenance plan specific to the green infrastructure design, including annual and quarterly milestones, and estimated annual cost. The design plan should consider time and cost to maintain the proposed solutions.
- Design Plan must meet all the project goals, including elements from the City's grant award green infrastructure and outdoor recreation amenities:
  - 6' ADA accessible nature trail with boardwalk
  - 2 pedestrian bridges
  - Woodland meadow
  - Landscaping with Native plants
  - Site amenities (benches, trash)
  - Wetland / Rain garden / enhanced detention to capture stormwater flowing off Berkeley Road; featuring
  - Plunge pool with a series of micro pools to slow velocity;
  - Meandering flow path to settle out and filter sediments;

- Shallow sloping grade towards original stream channel with native wetland plantings to further filter slowly released stormwater back into the original stream channel and provide habitat for dragonflies and other beneficial species;
- Large boulders placed on stream channel littoral edge, combined with native plantings, to provide visual and sensory enjoyment, education and play;
- Stormwater facility with micro-pool
- Stone splash pad

Proposals should include the following meetings:

- A minimum of one (1) Kick-off Public Meeting
- Scheduled meeting with the City at critical milestones during the design process.
- Meet(s) to review of the preliminary design plan with City staff
- Presentation of Design Plans to Board of Mayor and Commissioner and request for approval of Design Plan before commencing with final construction documents.
- (2) Two public meetings to present findings and discuss conceptual design with the Community and another with the Board of Mayor and Commissioners
- Additional meetings may be needed to coordinate with the City.

## **Task 2- Construction Documents**

The following construction documents will be prepared:

- Cover Sheet
- Civil Notes, Legend, and Abbreviations
- Existing Conditions Plan
- Site Plan
- Grading and drainage plan including profiles and calculations (if required).
- Single-phase Erosion, Sediment, and Pollution Control Plans and Details. Area of disturbance is assumed to be less than one acre and 200 feet or more from state waters. If not, a 3-phase ES&PC plan is needed.
- Construction details, including any specifications for soil media and other related materials.

The construction documents should include the elements identified in the concept design plans including:

- Green infrastructure stormwater mitigation and outdoor recreation amenities with native plants and wetland native plants landscape plan.
- Construction methods that utilize non-invasive techniques by employing a helical pier substructure with pressure treated decking and 42" rail system.

- Updated detailed maintenance plan to reflect any changes or new information since the completion of the Design Plan.

The selected consultant will submit preliminary documents at the 90% phase to the City for review and comment. The consultant will then meet with the City to discuss the plans and the City's comments. The consultant will complete the following:

- Prepare an opinion of probable construction cost for each submission. This document will be created utilizing RSMeans construction cost data.
- Technical specifications.
- Submittal of construction documents for permitting through City of Avondale Estates and one round of revisions and resubmittal for approval.
- Construction documents will be provided to the City that can be bid out and implemented by a contractor.

The outdoor recreational amenities and components of the 'Lake Avondale Park Recreation Area and Stormwater Facility' grant must meet ADA accessibility. The outdoor recreation amenities as identified above in the Design Plan must be included in the construction documents. Based on the probable construction costs, the consultant will be expected to work with the City to break out components of the Design Plan to ensure its affordability.

Consultants should anticipate a minimum of three (3) meetings with staff to review the plans at critical milestones. The consultants should include at least (1) one presentation to the Board of Mayor and Commissioners to summarize any changes or evolutions from the Design Plans to the construction documents.

#### Optional Task 3- Construction Bid Phase

- Develop bid package, attend pre-bid meeting for construction, answer RFIs, and support the City in the creation of addenda.

#### Optional Task 4 - Construction Administration

- Consultant shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

## **SECTION 7. DELIVERABLES**

### Task 1 - Design

- Two (2) Copies of the Design Plan for North Woods at Lake Avondale Project, preliminary maintenance plan, surveys and other data collected for the project, and estimates of probable construction costs. (with jump drive electronic copy).

### Task 2: Construction Documents

- Two (2) copy of all Construction and Permitting documentation, estimated probable costs, and final Maintenance Plan. (with one jump drive electronic copy).

Construction must be completed by December 31, 2021

## **SECTION 8. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS**

Proposals must be clearly marked 'The North Woods at Lake Avondale Park Project' and 'Attention: Carolyn Rader'

Bidder shall submit one (1) sealed copy of the proposal and bid sheet, and one (1) jump drive with a copy of proposal and bid sheet electronically, and copy of all documentation, as well as an electronic copy.

Bidder Response Form must be completed and submitted as the first page of the bid fee proposal.

This form contains: Firm Information - Firm name, contact, address, telephone numbers, email address and the names, addresses, and telephone numbers of any sub-consultants. If the firm has branch offices, list the office that will have management responsibility for the work to be carried out.

The proposal should include:

- Bid Response Form
- Summary of your understanding of the issue, solutions, the scope of services and your approach to it.
  - Approach
  - Scope of Services key tasks
  - Costs by Phase for services
- Assigned Project Manager
- Summary of the professional qualifications of all key personnel assigned to this service.
- Annotated lists of references (with addresses and telephone numbers).
- List of government clients for which the firm performs or performed similar work as well as a contact name and phone number for a contact person.
- Examples of similar work.
- Execute the Contractor Affidavit and Agreement
- Execute the Private Employer Exemption Affidavit.
- Insurance is required during the term of the Agreement. Provide documentation.

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employers Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to

include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City.

The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City. The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance. Certificate Holder should read: The City of Avondale Estates, 21 North Avondale Plaza, Avondale Estates GA, 30002.



## **SECTION 9. TIMETABLE**

Outline the proposed timeline to complete the services.

NOTE: Construction must be completed by December 31, 2021.

## SECTION 10. SELECTION PROCEDURES

It is intended that this phase will include the following steps:

### A. Notification

Email notification of top ranked firms.

Interview/Presentation: If needed,

A 45-minute interview/presentation period for five or fewer short listed firms will be scheduled and conducted with the Selection Committee at Avondale Estates City Hall or ZOOM call. The firm will be given 15 minutes for presentation. No visuals or Powerpoint slides are required. The remaining time will be reserved for questions from the Selection Committee. The Project Manager is required to be at the interview.

### B. Ranking

After the review by the Selection Committee or interviews are completed, the Selection Committee will rank the firms. The proposal and the interview/presentation, if conducted, will be weighted equally and scored as follows:

<b>Criteria</b>	<b>Points</b>
Expertise of key personnel	0-30
Previous experience in similar projects	0-25
Suggested project approach (understanding of project)	0-20
Response of references	0-10
Ability to meet time schedule	0-10
Budget	0-05
Maximum Points	100

# SECTION 11. BIDDER RESPONSE FORM

**Firm Name:**

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**Contact Person:**

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**Project  
Manager:**

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**Phone:**

---

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**Email:**

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**Additional Sub-contractors:**

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**Cost Estimates:**

**Task 1 Design Phase**

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**Task 2 Construction Docs**

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**Task 3 Construction Bidding (optional)**

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**Task 4 Construction Administration (optional)**

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**Total:** \_\_\_\_\_

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**Signature – Firm Representative**

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**Date**

## Section 12. CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Avondale Estates, Georgia (the "City") has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned **contractor** will contract for the physical performance of services in satisfaction of such contract only with subcontract who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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**Federal Work Authorization User Identification Number**

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**Date of Authorization**

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**Name of Contractor**

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**Name of Project**

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**Name of Public Employer**

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

**Executed on \_\_\_\_\_, 2020 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).**

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**Signature of Authorized Officer or Agent**

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**Printed Name and Title of Authorized Officer or Agent**

**Subscribed and Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2020.**

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**Notary Public**

**My Commission Expires:**

## **Section 12. PRIVATE EMPLOYER EXEMPTION AFFIDAVIT (If Applicable)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation employs 499 or fewer employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

\_\_\_\_\_ 500 or more employees.

\_\_\_\_\_ 100 to 499 employees.

\_\_\_\_\_ 10 to 99 employees.

\_\_\_\_\_ Fewer than 10 employees.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).



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**Firm/Company/Private Employer Name**

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**Signature of Authorized Officer or Agent**

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**Printed Name and Title of Authorized Officer or Agent**

Subscribed and Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
2020

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**Notary Public**

**My Commission Expires**

# APPENDIX

1. Lake Avondale Master Plan

<https://www.avondaleestates.org/DocumentCenter/View/2047/Lake-Avondale-Master-Plan>

2. Pre-Application to GA DNR Land Water Conservation Fund Grant Program

City of Avondale Estates LWCF(FBMS) Project Number: 13-01004 (P19AP00546)

The North Woods Preliminary Design Plan submitted for the City of Avondale Estates GA DNR “Lake Avondale Recreation Project and Stormwater Facility” grant:

Nature trails will meander through the woods, allowing for “Discovery Areas.” Foot bridges and boardwalks will be added over the stream and other waterways created by the rain garden and stormwater infrastructure. As part of this effort, the ineffective and unattractive piped drainage swale will be removed and replaced by emergent plant material to serve as a bioretention device. The nature trails are proposed to be 6” wide shredded bark or other ADA compliant material to be field located, generally identified on the master plan, minimizing disturbance to existing vegetation and taking advantage of the most aesthetic areas. The nature trail will serve as a spur off the walking path and provide access to the more natural areas of the site. The 10’ wide boardwalk section provides access over the wetter portions of the “North Woods” area. The boardwalk is intended to be a connecting spur trail connecting to the nature trail, large enough to accommodate a golf cart or other small-scale vehicle. Construction methods will utilize non-invasive techniques by employing a helical pier substructure with pressure treated decking and 42” rail system. The open areas will feature native plants, identification plaques and signage as part of the “Discovery Areas” of the site. The signage will identify native plants and wildlife and explain the rain garden/enhanced detention facility. An entrance monument (part of the larger park plan) will be installed to the north of the site. An interpretive marker will also be installed outlining the history of Avondale Estates and Lake Avondale Park which will include interesting facts such as the impact of the Works Progress/Projects Administration on the development of Lake Avondale and that the Lake was supposed to have a beach.

In addition to creating usable passive park space, the rain garden feature/enhanced detention areas to the north end of the park will create a series of micro-pools to aid in stormwater control and water quality. Native species will be planted to assist these areas and create a wetland to be explored as part of the “Discovery Areas.” The rain garden feature will capture runoff as it flows from Berkeley Road into a plunge pool and a series of micro pools. This system will help to reduce the water velocity; minimize rutting and erosion and filter the stormwater before releasing it. The flow velocity would be substantially reduced in the rain garden and a meandering flow path would allow suspended sediments and other floatables to “settle out” in the rain garden. The stormwater would eventually be slowly released into the original stream channel in the northwest woods and then into Lake Avondale. An important characteristic of filtration is the inclusion of a shallow sloping grade, a littoral “edge” shelf. This area will be well suited for the growth of wetland plants. The vegetation will serve as a filter of lake water both entering and exiting the lake. In addition, wetland plants that grow on the littoral shelves will provide a habitat for wetland animals, most importantly dragonflies, the primary predator of mosquitoes. This type of enhanced detention will allow for existing rutting (extensive) and eroded slopes to be cut back and restored. Large boulders and decorative plantings will create a space that is good for visual and sensory pleasure, as well as play and education.

Identified uses are the re-establishment of fishing in Lake Avondale, suspended due to degraded water quality, walking on the new trails that are accessible to all users, new connectivity across the park and connectivity), reflecting, enjoying views, dog walking and education.

The Atlanta Region and the State of Georgia have been slow to utilize best green practices to control stormwater and improve water quality. This solution could act as a case study for other communities with publicly owned water amenities and waterways as well as private homes and businesses.

The City will hold a planting day event where area school children and community members will participate in the installation of appropriate plant material to assist in implementation.

**3.**

## **LAKE AVONDALE NORTH WOODS RAIN GARDEN**

### **INTRODUCTION**

Lake Avondale has been, and continues to be, a key component of the quality of life enjoyed by Avondale Estates citizens. The Lake is a centerpiece to the “small-town” ambiance that makes our community such a great place to live. It is important to protect and nurture this City resource, so that it will continue to serve as a City focus for community gatherings and activities. With that in mind, the Lake Avondale Advisory Board presents the following concept for the City Commissioners to consider.

### **CURRENT CONDITIONS**

The west side of the north woods receives a portion of stormwater flow and volume from Berkeley Road and the drainage along Berkeley to the north. There are two inlets in Berkeley that collect a portion of the stormwater and send it to the north woods. The stormwater currently enters the north woods via a man-made ditch. This ditch has been eroding over time such that it now presents a safety concern because of its depth. This erosion has also allowed sediment to be deposited in the western cove of Lake Avondale. As can be seen from the following photo, runoff into the west cove is discolored from the sediment it is transporting from the man-made ditch. The east cove is not discolored since flow from that drainage is filtered through a small marsh in the feeding stream, and through the underground drainage system in front of the Community Club building. The Advisory Board recommends that a similar filtering type system be implemented in the western portion of the north woods.



Runoff into Lake Avondale

In addition to the sediment runoff entering the Lake, flooding occurs at the intersection of Berkley and Wiltshire from stormwater entering from the north along Berkeley and from the west along Wiltshire. Improved collection capacity at the inlets along Berkeley where a portion of the stormwater enters the North Woods would reduce the propensity for flooding at the Berkeley/Wiltshire intersection.

Improved inlet capacity would also reduce the propensity for erosion downstream of the Berkley/Wiltshire intersection and the Dam by reducing the volume and therefore the velocity of the stormwater discharge below the Dam.

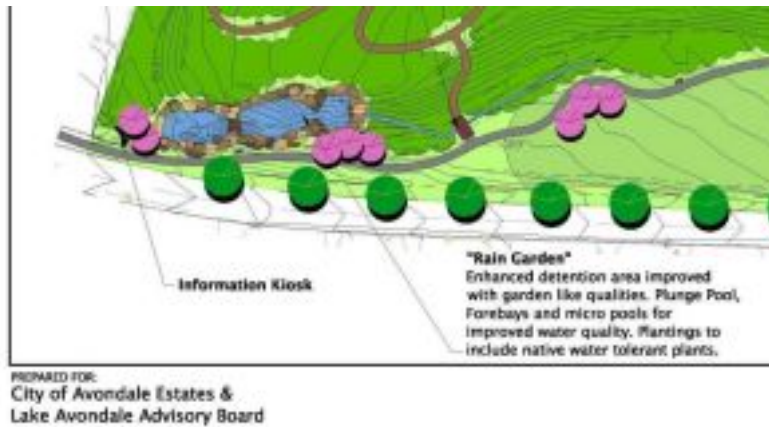
There is currently a need to improve water quality in Lake Avondale by implementing a filtering system, and improving water quality downstream of the Dam by reducing flooding propensity.

#### **SOLUTION CONCEPT**

The North Woods Rain Garden would receive a larger portion of stormwater flow from Berkley Road than currently occurs. This would be facilitated by increased inlet capacity to transport more volume and flow into the north woods. The man-made ditch would be removed and stormwater would then flow into the Rain Garden in the west portion of the north woods. The flow velocity would be substantially reduced in the Rain Garden and a meandering flow path would allow suspended sediments and other floatables to “settle out” in the Rain Garden. The stormwater would eventually be slowly released into the original stream channel in the northwest woods and then into Lake Avondale. Maintenance

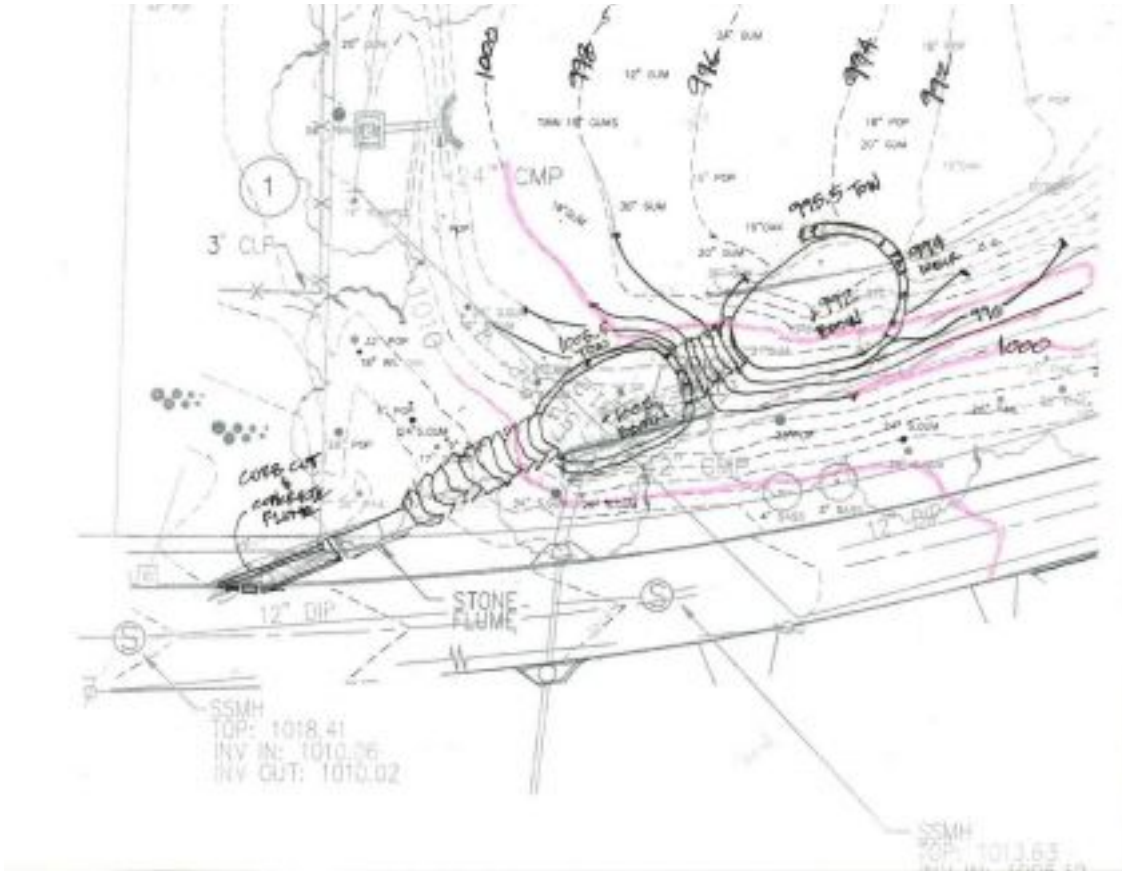
access to remove settled material would be facilitated in the design of the Rain Garden.

This concept is part of the Lake Avondale Park Master Plan, an excerpt of which is shown below. The concept is labeled a “Rain Garden” in the Master Plan, and this is similar in concept to what the Advisory Board presents now for consideration.



[Excerpt from Lake Avondale Park Master Plan](#)

A concept sketch is presented in the following that describes in more detail how such a facility might be configured.



Concept Sketch - North Woods Rain Garden

The implementation would strive to maintain a natural  
 ambiance so as not to detract from the natural beauty of  
 the north woods. The materials and layout used in the  
 construction of the facility would be similar to those in the  
 photo to the right.



**SUMMARY**

In summary, a rain garden in the north woods provides the following benefits:

- 1) Eliminate sediment loading to the northwest cove of Lake Avondale
- 2) Enhanced water quality in Lake Avondale

**3) Reduced flooding at the intersection of Berkley and Wiltshire**

**4) Reduced erosion downstream of the Lake Avondale Dam**

#### **RECOMMENDATION**

**The Lake Avondale Advisory Board recommends the City Commissioners consider issuing an RFP for consultant selection to develop a concept design for a North Woods Rain Garden. The consultant would be tasked with developing the feasibility of the concept and determining a size and footprint necessary to achieve the outlined benefits.**



4.

**GA DEPARTMENT OF NATURAL RESOURCES  
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

**Applicant (State Agency/City/County/Commission/Authority):**

*City of Avondale 13-01004 Estates*

**Project Number: LWCF(FBMS) (P19AP00546)**

**Project Title: Lake Avondale Recreation Area**

**Project Period: Date of Approval (defined as the date of signatures on the following page) - *December 31, 2021***

**Project Stage Covered by this Agreement: Entire Project**

**Project Scope (Description of Project):**

**This project consists of development at the 13.32 acre park known as Lake Avondale Recreation Area in the City of Avondale Estates, DeKalb County, Georgia by the City of Avondale Estates to include:**

- 1. Construct a nature trail with boardwalk**
- 2. 2 pedestrian bridges**
- 3. Woodland meadow**
- 4. Wetland/rain garden**
- 5. Storm water facility with micro-pool**
- 6. Stone splash pad**
- 7. Landscaping**
- 8. Site amenities (benches, trash cans, trail markers and signage)**

**By execution of this Project Agreement, the Applicant agrees to comply with the**

following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Department of Natural Resources Land and Water Conservation Fund Project Agreement General Provisions (attached pages 3-16)
2. LWCF State Assistance Program Manual
3. Project Application and Attachments
4. 2 CFR Part 200
5. 36 CFR Part 59

**Project Cost:**

**Total Cost: \$ 200,000.00**

**Fund (LWCF) Amount \$ 100,000.00 (Fund amount not to exceed 50% of Total)**

**DNR Form (January 2020)**

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Land and Water Conservation Fund Act, the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto: None

In witness whereof, the parties have executed this Agreement as of the date entered below.

**STATE OF GEORGIA CITY OF AVONDALE ESTATES**

**By** \_\_\_\_\_  
**(Signature) (Signature)**

**By** \_\_\_\_\_

**Taylor Brown**

**State Liaison Officer Jonathan Elmore**

**(Name)**

**Date** \_\_\_\_\_ **Mayor**

5.

**GEORGIA DEPARTMENT OF NATURAL RESOURCES**  
**LAND AND WATER CONSERVATION FUND**  
**PROJECT AGREEMENT GENERAL PROVISIONS**

**Part I - Definitions**

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior. B. The term "DNR" as used herein means the Department of Natural Resources, State of Georgia.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "Commissioner" as used herein means the Commissioner of the Department of Natural Resources, or any representative lawfully delegated the authority to act for such Commissioner.
- E. The term "SLO" as used herein means the State Liaison Officer for the Department of Natural Resources, or any representative lawfully delegated the authority to act for such SLO.
- F. The term "grant" as used herein means a grant of monies awarded pursuant to the Land and Water Conservation Fund Act of 1965.
- G. The term "Applicant" as used herein means the state agency, city, county, commission, authority, or other local entity which is a recipient of a grant. The terms "applicant," "grantee," and "recipient" are deemed synonymous.
- H. The term "project agreement" as used herein means the Department of Natural Resources Land and Water Conservation Fund Project Agreement entered into between DNR and the Applicant and which governs the acceptance and usage of the grant.
- I. The term "manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- J. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and any subsequent amendments.
- K. The term "State" as used herein means the state of Georgia.

**Part II - Continuing Assurances**

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund (hereinafter LWCF or the Fund) project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act of 1965 (hereinafter the Act or the LWCF Act) and the following requirements.

Further, it is the acknowledged intent of the parties hereto that the recipient of assistance will use monies

granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, state and local outdoor recreation funds.

A. The Applicant agrees, as recipient of this assistance, that it will meet the specific requirements of these general provisions and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or office thereof, or public agency to which funds are transferred pursuant to the project agreement. The Applicant also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or office thereof, or public agency and that failure by such political subdivision, or office thereof, or public agency to so comply shall be deemed a failure by the Applicant to comply with the terms of this project agreement.

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B. The Applicant agrees that the property described in the project agreement and, if applicable, the signed and dated project boundary map made part of that agreement, is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the SLO and the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The SLO and the Secretary shall approve such conversion only if it is found to be in accord with The Georgia Planning Act, The Service Delivery Strategy Law, and any other then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. Applicant agrees and understands that final approval for any such conversion is at the sole discretion of the Secretary.

Prior to the completion of this project, and subject to final approval by the Secretary, the Applicant and the SLO may mutually alter the area described in the project agreement and, if applicable, the signed and dated project boundary map, to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection.

In the event the NPS and DNR provide Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Applicant agrees to notify DNR of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by NPS and DNR; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by NPS and DNR.

C. The Applicant agrees that the benefit to be derived by the State and the United States from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State and the United States by way of

LWCF assistance. The Applicant agrees that payment by the Applicant to DNR or the United States of an amount equal to the amount of assistance extended under the project agreement by DNR and the United States would be inadequate compensation to DNR and the United States for any breach by the Applicant of the project agreement.

The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of the project agreement shall be the specific performance of said agreement or the submission and approval of a conversion-of use request as described in Part II.B above.

- D. The Applicant agrees to comply with the manual policies and procedures. Provisions of the manual are incorporated into and made a part of the project agreement.
- E. The Applicant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by applicable Manual requirements and applicable published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The Applicant agrees that a permanent record shall be kept in its public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and if applicable, the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the SLO and the Secretary.

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Part III - Project Assurances

**A. The Applicant shall comply with applicable state and federal regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds for the project, including: Page 8 & 9 of new federal agreement**

*2 CFR Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

*2 CFR Part 180 & 1400*, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

*43 CFR Part 18*, New Restrictions on Lobbying;

*FAR Clause 52.203-12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;

*2 CFR Part 25*, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and

*2 CFR Part 170*, Reporting Subawards and Executive Compensation

**B. Project Application**

- 1. The grant application bearing the same project number as the project agreement and associated

documents is by this reference made a part of the project agreement.

2. The Applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.
3. The Applicant has the capability to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

### **C. Project Execution**

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. DNR shall transfer to the Applicant all funds granted hereunder except those reimbursed to DNR to cover eligible administrative expenses.
3. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The Applicant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Applicant shall bring the project to a point of recreational usefulness agreed upon by the SLO and the Secretary.

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6. The Applicant will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the DNR may require.
7. The Applicant will require the facility to be designed to comply with the Architectural Barriers Act of 1968, as amended (Public Law 90-480), relating to accessibility standards. The Applicant will be responsible for conducting inspections to insure compliance with these specifications.
8. The Applicant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing the same for all real property acquisitions, and where applicable, shall assure that the same has been complied with for property to be developed with assistance from the grant.
9. The Applicant will comply with the provisions of: Executive Order 11988, relating to evaluation of

flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The Applicant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and the applicable manual provisions relating to flood insurance and requirements. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the federal Emergency Management Agency.
11. The Applicant will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the DNR and NPS of the existence of any such properties, and by (b) complying with all requirements established by NPS to avoid or mitigate adverse effects upon such properties.

**12. The Applicant will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138, and 12432 as follows: Referenced on page 9 of new federal agreement**

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

The DNR and NPS Regional Offices will work closely with the Applicant to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. Applicant shall comply with the applicable provisions of 40 U.S.C. 3702 and 3704, as supplemented by



laborers.

14. Applicant shall comply with the applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251et seq.).

#### **D. Contracts for Construction**

1. Applicant shall comply with the applicable provisions of the equal opportunity clause as found in 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Applicant shall comply with the applicable provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
3. Applicant shall comply with the applicable provisions of 2 CFR 200.

#### **E. Retention and Custodial Requirements for Records Referenced on page 11 #4 of new agreement**

1. All Applicant financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary, the Comptroller General of the United States, and the SLO, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Applicant and their related departments which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

#### **F. Project Termination**

1. The Secretary or the SLO may temporarily suspend fund assistance under the project pending corrective action by the Applicant or pending a decision to terminate the grant by the NPS.
2. The Applicant may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Applicant only by mutual agreement with the NPS.
3. The Secretary or the SLO may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The SLO will promptly notify the Applicant in writing of the

determination and the reasons for the termination, together with the effective date. Payments made to Applicants or recoveries by the NPS and the DNR under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Secretary, the SLO, or the Applicant may terminate grants in whole, or in part, at any time before the date of completion, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Applicant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many 7

outstanding obligations as possible. The NPS and the DNR may allow full credit to the Applicant for the federal share of the noncancelable obligations, properly incurred by the Applicant prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Applicant, the SLO, and the Secretary or that all grant funds provided pursuant to the project agreement be returned.

**G. Lobbying with Appropriated Funds Referenced on page 9 #5 on new federal agreement** For

recipients of grants in excess of \$100,000, the provisions of 31U.S.C. 1352 must be certified as follows. The Applicant certifies by execution of this agreement, to the best of his or her knowledge and belief, that:

*(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.*

*(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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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.*

**H. Nondiscrimination Referenced on page 9 #2 of new federal agreement**

*Applicant certifies that, as a condition to receiving the grant, it will comply with all federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.*

*THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.*

*THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from federal financial assistance.*

*If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee,*

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*for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it.*

*THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant, including installment payments after such date on account of applications for federal financial assistance which were approved before such date.*

*The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the agreement and who is authorized to sign on behalf of the Applicant.*

**The Applicant agrees that it shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.**

**I. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

*The Applicant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If the Applicant is unable to make such certification, the Applicant must attach an explanation to the agreement for submission to NPS.*

**J. Audit Requirements Referenced on page 11 #5 of new federal agreement**

1) Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 et seq.) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/textidx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>.

2) Non-federal entities that expend less than \$750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of NPS, DNR, and General Accounting Office (GAO).

3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable.

**K. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights Referenced on page 12 #10 of new federal agreement**

1) This grant and employees working on this project will be subject to the whistleblower rights and remedies in the pilot program on recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation.

2) The Applicant shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3) The Applicant shall insert the substance of this clause, including this subparagraph (3), in all subawards or subcontracts over the simplified acquisition threshold.

**L. Reporting Executive Compensation Referenced on page 13 #11 of new federal agreement**

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**1) Reporting Total Compensation of Recipient Executives**

a. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. In the preceding fiscal year, you received—

a. 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

**ii. The public does not have access to information about the compensation of the executives**

through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange

Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

**b. You must report to DNR the executive total compensation described above by the end of the month following the month in which this grant is made, and annually thereafter.**

**2) Definitions. For purposes of this section:**

**a. “Executive” means officers, managing partners, or any other employees in management positions.**

**b. “Total compensation” means the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):**

**i. Salary and bonus.**

**ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.**

**iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.**

**iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.**

**v. Above-market earnings on deferred compensation which is not tax-qualified.**

**vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.**

**M. Conflicts of Interest Referenced on page 13 #12 of new federal agreement**

**1) The Applicant must establish safeguards to prohibit its employees and sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Applicant is responsible for notifying DNR in writing of any actual or potential conflicts of interest that may arise during the life of this agreement. Conflicts of interest include any relationship or matter which might place the Applicant or its**

employees in a position of conflict, real or apparent, between their responsibilities under the

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agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Applicant and/or Applicant's employees and sub-recipients in the matter.

2) DNR and, if applicable, the servicing Ethics Counselor for the Department of the Interior, will determine if a conflict of interest exists. If a conflict of interest exists, DNR and NPS will determine the feasibility of a mitigation plan. Any such plan must be approved in writing by DNR and NPS.

3) Failure to resolve a conflict of interest in a manner that satisfies DNR and NPS may be cause for termination of the grant. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

#### **N. Reporting of Matters Related to Recipient Integrity and Performance**

##### **1) General Reporting Requirement**

For grants where the LWCF share is \$500,000 or greater, the recipient agrees to provide to DNR the information necessary for DNR to comply with the reporting requirements described to 41 U.S.C. 2313 as to integrity and performance matters. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2) You must submit to DNR the information required about each proceeding that:

a) Is in connection with the award or performance of the grant;

b) Reached its final disposition during the most recent five year period; and

c) Is one of the following:

i) A criminal proceeding that resulted in a conviction, as defined in paragraph (4) of this section; ii) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

iii) An administrative proceeding, as defined in paragraph (4) of this section, that resulted in a

finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

iv) Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described in paragraph (2)(c)(i), (2)(c)(ii), or (2)(c)(iii) above;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3) Reporting Frequency

During any period of time when you are subject to the requirement of this section, you must report proceedings information for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 4) Definitions. For purposes of this section:

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a) “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission

Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) “Conviction” means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) “Total value of currently active grants, cooperative agreements, and procurement contracts”

includes:

i) Only the federal share of the funding under any federal award with a recipient cost share or match; and

ii) The value of all expected funding increments under a federal award and options, even if not yet exercised.

**O. Special Provisions Referenced on page 11 section B 1. of new federal agreement**

If applicant is an entity other than a state government, a local government, or a federally recognized Indian tribal government, then Applicant agrees to the following provisions regarding public information and endorsements.

**1) Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

- 2) **Trafficking in Persons Referenced on page 9 section d of new federal agreement** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR Section 175.15).

If Applicant is a private entity, Applicant agrees to the following provisions:

- 1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

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- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the



award. For purposes of this Section, the following definitions apply.

1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching

requirements.

2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity” means:

- i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and

ii. Includes:

- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

- b. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

3) Minimum Wages Under Executive Order 13658 (January 2015) Referenced on page 14 of new federal agreement

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter

IV),

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(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for

any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher

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than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24](#)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals

include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213\(a\)\(1\)](#) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

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(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards

statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.