



Department of Procurement & Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470 · Fax 803-758-1013

December 2, 2020

Re: Notice to Proceed for Consulting Services
Program Management Services for Community Development
Block Grant Disaster Recovery Grant (CDBG-DR)

Ms. Dorothy Shields
ICF Incorporated, L.L.C.
9300 Lee Highway
Fairfax, VA 22031

Dear Mr. Shields,

The City Manager approved the subject Agreement with your firm on November 24, 2020. I have enclosed a fully executed duplicate for your file.

This is your written authorization to proceed effective December 3, 2020 with the work described in the Agreement. The City's Office of Community Development Director Gloria Saeed will be managing this project and will be working with you through contract closeout.

Please forward all invoices for your services to AccountsPayable@columbiasc.gov with a complete description of services rendered and include the **Purchase Order #P187089**. We also respectfully ask that the words "Final Invoice" be clearly displayed on the last invoice submitted for payment. I have further enclosed a new form (Form 100) for your information. This form is to be submitted with all invoices you submit to the City of Columbia so that we can accurately report Subconsultant payments.

If this is the first contract you have executed with the City of Columbia under your current name, we ask that you submit a W-9 to the address above so that payment may be set up properly.

We look forward to working with you on this project. If you have any questions, please let me know at kenton.davis@columbiasc.gov.

Sincerely,

Kent Davis
Procurement Manager

Enclosure

Cc: Ms. Sandra A. Wright, CPPB, Director of Procurement & Contracts
Ms. Missy Gentry, Assistant City Manager
MS. Gloria Saeed, Director, Office of Community Development
Ms. Jan Alonso, CGFO, Finance Director



CITY OF COLUMBIA

Dept of Procurement and Contracts
 1800 Main Street, 2nd Floor
 Columbia, South Carolina 29201

TO: ICF INCORPORATED LLC
 9300 LEE HIGHWAY
 FAIRFAX, VA 22031

Fax:
 Email: DOTTI.SHIELDS@ICF.COM

PURCHASE ORDER	
PO Number	P187089
Date	12/02/2020
Vendor ID	V009466
Delivery Date	
FOB	Destination
Requisition No	R208020
Purchase Order Number must appear on all invoices, packing lists and correspondence.	

Page:

Deliver Items To:	Send Invoice To:
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COMMUNITY DEVELOPMENT
 1401 MAIN STREET 4TH FLOOR
 COLUMBIA, SC 29201

ACCOUNTING DIVISION
 PO BOX 147
 COLUMBIA, SC 29217
 AccountsPayable@columbiasc.gov

Item	Description	Quantity	Unit	Unit Price	Extension
0001	<p>Program Management Services for Community Development Block Grant Disaster Recovery Gant (CDBG-DR).</p> <p>CHAP-CONSULTING SERVICES</p> <p>All Prices, Specifications, Terms, and Conditions in accordance with the attached Professional Services Agreement, and RFP003-20-21-KDD.</p> <p>Term: An initial term of two (2) years through December 31, 2022, with the option to renew or continue with work for two (2) additional one-year period(s) at the mutual pleasure of both parties.</p>	299,114.46	EA	1.00	299,114.46
0002	SRRP-CONSULTING SERVICES	64,996.92	EA	1.00	64,996.92
0003	PLANNING-CONSULTING SERVICES	179,620.29	EA	1.00	179,620.29
0004	MULTI-FAMILY-CONSULTING SERVICES	144,332.25	EA	1.00	144,332.25
0005	MRP-LMI-CONSULTING SERVICES	301,703.58	EA	1.00	301,703.58
	<p>POC Susan Ryan 803-545-3382</p> <p>By acceptance of this Purchase Order, the vendor/contractor/consultant agrees to abide by all applicable governing terms and conditions posted at www.columbiasc.net/purchasing/rules-regulations</p> <p>Department of Procurement and Contracts POC: Anita S. Higgins Phone: 803-545-4359 procurement@columbiasc.gov</p>				
				Sales Tax	0.00
Total					989,767.50

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:



CITY OF COLUMBIA

Dept of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, South Carolina 29201

TO: ICF INCORPORATED LLC
9300 LEE HIGHWAY
FAIRFAX, VA 22031

Fax:
Email: DOTTI.SHIELDS@ICF.COM

PURCHASE ORDER	
PO Number	P187089
Date	12/02/2020
Vendor ID	V009466
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FOB	Destination
Requisition No	R208020
Purchase Order Number must appear on all invoices, packing lists and correspondence.	

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Deliver Items To:

COMMUNITY DEVELOPMENT
1401 MAIN STREET 4TH FLOOR
COLUMBIA, SC 29201

Send Invoice To:

ACCOUNTING DIVISION
PO BOX 147
COLUMBIA, SC 29217
AccountsPayable@columbiasc.gov

Item	Description	Quantity	Unit	Unit Price	Extension
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1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE:

Sandra A. Wright
Purchasing Agent



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP003-20-21-KDD Program Management Services for Community Development Block Grant Disaster Recovery Grant (CDBG-DR).

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and ICF Incorporated, L.L.C., (hereinafter referred to as the “Consultant”), to provide program management services to the City for the Community Development Block Grant Disaster Recovery Grant.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

The Consultant must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Consultant fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Consultant for services performed.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of Two (2) years through December 31, 2022, with the option to renew or continue with work for Two (2) additional one-year period(s) at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.

6. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Nine Hundred Eighty-Nine Thousand, Seven Hundred Sixty-Seven dollars and 50/100 (\$989,767.50).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and

that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure:

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Consultant for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Consultant for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have

been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City’s success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SBE Goals	<u>.30</u>	%
MBE	<u>N/A</u>	%
WBE	<u>15.42</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)
NON-APPLICABLE – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-

Protégé Program projects.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

7. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation

Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities,

expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

8. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina

Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

9. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

10. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant is expected to make Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of

the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.

11. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price

which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

ICF Incorporated, L.L.C.

Name: Dotti Shields
Title: Director, Contracts
Address: 9300 Lee Highway
Fairfax, VA 22031
Phone: (703) 272-6640
Dotti.Shields@icf.com

16. **CONSENT DECREE - Non-Applicable**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the

- Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend

this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to

employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
 - M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
 - N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
18. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Consultant must comply with all conditions of federal funding to include, but not limited to Exhibit E HUD General Provisions and the specific clauses outlined below:

- 1. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made

for the purpose of inducing award of a subcontract or prime contract with the federal government. The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Consultants with such regulations, and shall be responsible for the submission of affidavits required of subconsultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Consultant represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.

4. AMERICANS WITH DISABILITIES ACT: Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Consultant and the activities to be performed by Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part

36. If providing public transportation, Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Consultant will report each violation to the City, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Consultant agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

6. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

7. The Consultant acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.

8. AMENDMENTS: The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, polices and available funding amounts, or for other reasons. If such amendments result in a change on the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both parties.

9. The City will maintain oversight to ensure the Consultant performs in accordance with all terms, conditions and specifications. The Consultant will be responsible for performance of all services required by the Agreement.

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Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA



Witness



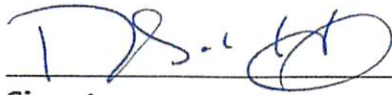
Teresa Wilson, City Manager

Date: 11/24/2020

ICF INCORPORATED, L.L.C.

Dorothy A. Shields
Director, Contracts

Print: Name/Title



Signature

Date: 11/2/20

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APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/28/20

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation/Staff Hourly Rates

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

Exhibit E – HUD General Provisions

EXHIBIT A – SCOPE OF SERVICES

IMPLEMENTATION PHASE ONE:

- Reviewing ALL active housing applicant files (*approx.177*) for compliance: determine eligibility and duplication of benefits are verified, ensure files are thoroughly documented and complete;
- Reviewing ALL ineligible applicant files (*approx. 152*) to re-verify ineligible determination;
- Reviewing completed environmental assessments and ensure lead-based hazards are identified and screened for applicability of Lead Safety Housing Rule;
- Working with City to develop electronic record of applicant files;
- Working with City to update CDBG-DR website;
- Reviewing program policies and procedures to ensure complete and accurate;
- Assisting the City in responding to HUD monitoring letter to clear ALL concerns and findings;
- Providing work products and guidance that meets the requirements set by all applicable rules and regulations.

IMPLEMENTATION PHASE TWO:

- Preparing Action Plan Amendments as necessary to update financial and program timelines and projections;
- Working with City to establish budgets for Administration, Planning and Program/Activity Delivery;
- Coordinating with City public outreach and community engagement for the public participation process as required; including, but not limited to, public hearings, open forums and workshops as may be needed; and
- Building staff capability through delivery of technical assistance and training of staff.

CONSULTANT'S RESPONSIBILITIES

During the contract period, the contractor will be responsible for:

- Providing services to the City including but not limited to city departments, city partner agencies and city component units;
- Conducting analysis and review in a professional manner;
- Performing all tasks on time based on an agreed upon schedule;
- Providing environmental reviews and independent cost analysis when required and necessary;
- Draft procurements as needed for programs as necessary;
- The Consultant will be tasked with developing the reporting structure for all data with the City owning all data and the application system or computer program;
- The Consultant shall manage, select, and configure data, application systems, and computer programs on behalf of the City;
- The City's Information Technology (IT) Department shall have administrative access to all data, application systems, or computer programs;
- All data, application systems, and computer programs shall be available for the entire period, to include but not be limited to the transition period, the contract period, contract closeout, and a period after contract closeout of no less than three years;
- The selection of any computer programming and systems shall be approved by the City's IT Department;
- Consultant shall be responsible for importing of existing electronic data that will be provided in an electronic format to be agreed upon by the Consultant and the City;
- Providing quality assurance in strict accordance with all industry standards;
- Submitting invoices reflecting staff name, task performed, hours, etc. in a timely manner along with all supporting documentation required;
- Providing all information and collected data per HUD regulations and program policies and procedures to City staff for its record keeping;
- Assisting City in preparation for HUD/ OIG monitoring and responses; and,

- Assist City with grant closeout.

CITY'S RESPONSIBILITIES

During the contract period, the City will be responsible for:

- Assisting with coordinating meetings with the respective government and non-governmental entities; and,
- Working with consultant to provide information/data needed to update projects and CDBG-DR Action Plan.

KEY DELIVERABLES

- Assist the City in developing and/or updating policies and procedures for applicable projects, programs, etc.;
- Amendments: Assist the City in the development of ALL subsequent amendments to the approved CDBG-DR Action Plan;
- Program Implementation Schedule for Phase One and Two: Include a detailed preliminary schedule incorporating all anticipated milestone dates, meetings, and document review periods;
- Subcontractor Plan: Provide a report within fifteen (15) business days after contract execution that identifies the contractor's compliance with SM/WBE. List proposed subcontractors; describe their experience, and their qualifications as well as specific involvement in this Program;
- Progress Report: Prepare weekly project status reports to include a narrative description of the progress of work and major tasks completed, budget status, schedule overview, and significant issues with recommendations on any unresolved matters;
- Assist City staff with holding public meetings to engage the public for input on the CDBG-DR action plan in addition to documenting the feedback; and,
- Contractor shall also fulfill any additional tasks to assist the City in successfully completing all of the requirements included in the current or future federal register notices.

IMPLEMENTATION STAGE DELIVERABLES

- Provide technical assistance to staff and subrecipients for compliance on programs and projects identified, as needed;
- Assist with updating applicable policies and procedures for the programs identified in the plan, as needed;
- Assist with development of projects and agreements as needed; and,
- Provide recommendations on best practices for program administration, as needed.

OWNERSHIP OF DOCUMENTS AND ACCESS TO RECORDS

All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.

The Consultant shall make available for examination by the City all of its records with respect to all matters covered by the final agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions

In addition, the following access to records requirements apply to the final agreement:

- A. The Consultant agrees to provide the City, and if at the City's direction, HUD, the Comptroller General of the United States, or other third party access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce, at the expense of the requestor, by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. All requests for access to Consultants records shall be made in writing.

All specific City of Columbia IT requirements as listed within the Scope of Services Consultant's Responsibilities shall apply.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

Program Management Services for Community Development Block Grant Disaster Recovery Grant (CDBG-DR)
RFP002-20-21-KDD, September 22, 2020

Exhibit 6. Our proposed schedule ensures all activities begin right away and can be adjusted as needed to meet the City's expectations and HUD deadlines

	Week 1	Week 2	Week 3	Week 4	Month 2	Month 3	Month 4	Month 5	Month 6	Year 1	Year 2
Project Kick-off Meeting	✓										
Weekly Meetings	🔄	🔄	🔄	🔄	🔄	🔄	🔄	🔄	🔄	🔄	🔄
Implementation - Phase 1											
Review all active housing applicant files									✓		
Review all ineligible housing applicant files									✓		
Review completed environmental assessments								✓			
Identify files needing lead assessments									✓		
Develop and implement an applicant system					✓	✓					
Update CDG-DR Website				✓	✓						
Review all CDBG-DR program policies & procedures				✓	✓						
Respond to HUD monitoring letter				✓							
Providing work compliant products & guidance								✓	✓		
Implementation - Phase 2											
Prepare Action Plan amendments									✓		
Develop budgets for Admin, Planning, & Activity Delivery							✓				
Coordinate public outreach and engagement									✓		
Provide technical assistance	🔄	🔄									
Develop and deliver training										✓	
Support development of QPRs	🔄	🔄									
Support project and program closeout											✓

- ✓ Milestone met, task support ongoing
- ✓ Milestone met
- 🔄 Task ongoing

IMPLEMENTATION PHASE ONE

Approach

Our initial focus will be on the homeowner programs—Columbia Homeowner Assistance Program (CHAP), Minor Repair, and Elevation Reimbursement Program, followed by the Small Rental and Multi-Family Housing Programs. The first step will be to **Review Program Policies and Procedures**. Each program will be reviewed to ensure all HUD and cross-cutting requirements are addressed in sufficient detail to allow for monitoring of program implementation. This is the first step because programmatic policy and procedure dictates how every facet of each program will be implemented. It impacts both process and the documentation required for each step in that process.

The homeowner program's policies and procedures must be sound and compliant before an adequate file review for eligibility and DOB analysis can be completed. Review of program policy and procedure will also result in the development of a document checklist. Each file will be reviewed to identify missing or incomplete documentation. In addition, a DOB analysis will be conducted and eligibility and award amount (if determined) verified. ICF will **review all active housing applicant files** and then **review all ineligible applicant files**.

Robert Soto, who will oversee data and reporting, will develop and implement the QC/OA protocol and checklist for each program. Implementing this protocol, a verification of DOB and eligibility will be done to verify and validate eligibility and to ensure each file tells a complete story of the application for future audit purposes. Our Environmental Specialist **Steven Sherman** will review the homeowner policies and procedures to ensure they are compliant with Part 58 requirements. Following that, the Specialist will **review all completed environmental assessments** to ensure the environmental records are complete and compliant. If deficiencies are found, a remediation plan will be developed and presented to OCD to address any concerns.

ICF Delivers Results

For the City of Houston, **Dolores Acurso** working alongside **Sue Southon** and **Robert Soto** completed 3,000 housing applications within 10 months of contract award. And within 6 weeks, ICF set up four local Housing Resource Centers, hired more than 50 multilingual housing specialists, set up mobile deployment teams and a call center, and developed a project management plan, a QA/QC plan, and a communications plan.

Based on the **findings from the environmental review, homes that trigger Lead Safe Housing (built pre-1978) will be flagged** by our Environmental Specialist to ensure that either a lead and asbestos assessment (if indicated) has been completed or that such an assessment is scheduled. That assessment and the remediation measures required will be sent to the subrecipient overseeing construction to ensure that lead and asbestos (if needed) remediation are included in the scope of work for repair or demolition/reconstruction. In the case of asbestos, the program will require documentation of safe disposal of all asbestos-containing materials be returned to OCD for inclusion in the project file. At the City's request, the Livable Housing team, our Lead and Construction Management Team, will be available to consult with the construction management subrecipient on questions related to lead remediation, appropriate contractor certification, and lead clearance. They will assist in identifying remediation measures that must be included in project scopes of work and estimated cost of repairs. We will also work with the City's selected subrecipient overseeing construction management to document that lead clearance has been completed and accepted prior to receipt of certificate of occupancy.

Also beginning in the first week, data management experts **Robert Soto** will work with the City to **develop electronic applicant files record**. ICF will work with the City's information technology (IT) and OCD staff, using the City's program guidelines to drive how the process is oriented in the SharePoint. Aligning the SharePoint system to the policies will ensure that we are in sync with the City's method of operations and that we can achieve the goals of the CDBG-DR grant.

The ICF communications team, led by **Melissa Walker**, will **work with the city to update CDBG-DR website**. ICF's knowledge of OCD's Website Policy, developed under the CDBG-MIT program to include the CDBG-DR website, ensures that all required documents are posted to the website, including procurements, contracts, and quarterly progress reports (QPRs), and that the site remains fully compliant.

The ICF team will provide immediate assistance to OCD staff to **respond to the HUD monitoring letter to clear all concerns and findings**. This task will be led by Dolores Acurso and Sue Southon, both of whom have experience in working with HUD to help resolve issues and concerns and clear grantee findings. We recognize the importance of complete follow-up to ensure that HUD has cleared and closed the finding, as open findings will delay project and grant closeout. We will help the City track and monitor the status of all concerns and findings and address any policies, procedures, or practices that need to be modified to ensure the issue is not repeated. Going forward, we will work with the City's compliance staff to conduct program and file reviews in advance of HUD monitoring visits to ensure that files, policies, procedures, and other documentation are complete and compliant.

During the initial kickoff meeting and in the following weeks, we will work with the City to identify and provide **work products and guidance that meet the requirements set by all applicable rules and regulations**.

Key Deliverables and Associated Consultant Responsibilities

As with our prior work with the City, the ICF team stands ready to provide whatever support is needed by the City to complete the CDBG-DR projects and close out the grant. In addition to the team assembled for this proposal, we have a deep bench of subject matter experts in areas such as Uniform Relocation, Davis Bacon, and DOB, who can be called upon to assist as the need arises. ICF will also provide support, as directed by the City, to any subrecipients with whom the City may contract to complete its CDBG-DR programs. The ICF team will work in a timely and professional manner with City departments, City partner agencies, and City component units, among others. We will conduct analyses and reviews in a professional manner and perform all tasks on time, based on an agreed-upon schedule.

The ICF Team are SharePoint Experts

ICF has experience with developing various types of SharePoint solutions to track and manage programs such as the SharePoint site that was developed under Dolores Acurso's leadership for the State of New Jersey to process elevation activities for over 6,500 applicants.

Environmental reviews, lead safe housing, and independent cost analysis

Steve Sherman will review the environmental assessments completed to date to ensure they are complete and appropriately documented. He will also be available to review any future assessments as needed. Mr. Sherman and the ICF team have supported grantees such as the City in the past and will treat every application review as if it is the first review, not missing any details.

Jayne Windham, President and CEO of Livable Housing, is a nationally recognized expert in Lead Safe Housing. She will also be reviewing project files and environmental assessments to identify those that will require lead and/or asbestos assessments and potential remediation measures. She will ensure that assessments, remediation, and clearances are conducted in a manner compliant with HUD's Lead Safe Housing rules. As needed, she will work with the subrecipient overseeing the housing rehab programs to ensure the appropriate remediation measures are included in construction scopes.

Armand Magnelli, a recognized expert in housing construction, is available to provide the training and tools to the subrecipient selected for construction management. This may include pricing in advance of bid, inspection protocols, damage assessments, and scope development and assisting with HUD required Independent Cost Estimates (ICEs) in advance of putting the properties up for competitive bid by contractors to counteract contractor collusion, price gouging, and fraud.

ICF Team Provides Rapid, Compliant Turnaround Support for Environmental Review Services

For New Jersey, ICF completed 12,000 environmental review records (ERRs), 6,500 in the first year alone. During the first year, the ICF team reviewed over 6,500 ERRs and turned around environmental documents prepared by the review contractors within one day of receipt, even during peak weeks where there was up to 500 reviews per week.

Develop and/or update policies and procedures for all CDBG-DR programs and related cross-cutting federal requirements

The ICF team will review and, if necessary, develop policies and procedures for all of the City CDBG-DR programs. These policies and procedures will integrate any cross-cutting federal requirements and HUD regulations that may be triggered during program implementation. These include environmental review, lead safe housing, green building, both voluntary and uniform relocation for the housing rehab programs (assuming owner-occupied duplexes are eligible). For the small rental and multi-family, it will include uniform relocation, Section 3, potentially Davis Bacon, and Section 504. The multi-family program will require underwriting for project viability for the duration of the affordability period and will also trigger development of an Affirmative Fair Housing Marketing Plan. The same is true of the Small Rental program with the exception of one- to four-unit dwellings where there is an owner-occupant.

Provide subcontractor plan for compliance with SME/WBE

Once a contract has been executed and according to the requirement of the RFP, ICF will provide a subcontractor plan for the three subcontractors we are proposing to use for the City's project within 15 business days. This plan will demonstrate our compliance with small minority and women-owned business (SM/WBE) goals and include a detailed description of their experience and involvement in the project plans.

Provide weekly status reports

The ICF team will provide the City with weekly updates in its preferred format. The reports will include a detailed narrative description of the progress of work and major tasks completed, status of the budget and projections, overview of the schedule and milestones, any foreseen issues with recommendations on any unresolved matters, and action items for the week. ICF maintains a detailed task tracking report in addition to the weekly reports, so we are prepared to provide updates at a moment's notice.

IMPLEMENTATION PHASE TWO

Approach

As the City moves toward grant closeout, there may be a need to reallocate funds to ensure the City receives the maximum benefit from its CDBG-DR funding. While funds may be reallocated from one currently funded program to another, it is also possible that additional Action Plan Amendments will be needed. The ICF team will help the City to make strategic decisions regarding reallocation of funds and will assist the staff to **prepare Action Plan Amendments, to update financial and program timelines and projections** (ongoing as needed), and to **prepare and submit QPRs**. We will create templates to capture information for each activity and project for entry into DRGR. This increases the accuracy of the report and reduces the time that subrecipients must spend on the activity. This support will be provided on an as-needed basis from contract signing until closeout (as needed, week 1 to closeout).

North Carolina Office of Recovery and Resiliency (NCORR)

Led by **Melissa Walker**, the ICF Team played a central role in the implementation of **three public hearings in three weeks**. Our team secured venues, conducted site visits, and designed **32 pieces of outreach materials** in English and Spanish. We attended all hearings and provided logistics assistance and post-hearing support.

Once the more immediate Phase One tasks are well underway, Ms. Acurso and Ms. Southon will **work with the City to establish budgets for administration, planning and program/activity delivery**. This activity will involve analyzing currently expended and obligated funds, to determine total project budgets, and identifying those activities that may have been charged to Administration but are legitimately activity delivery costs, as demonstrated in the table below. We will also set up the CDBG-DR grant budget so that the Director and Project Managers in OCD can easily track actual expenditures versus projections and budgeted amounts, burn rates (to track timely expenditures), and low- and moderate-income (LMI) benefit percentage. To the extent that timekeeping records are

available, it should be possible to reallocate some of the existing staff time charged to administration to project or program-specific activity delivery.

Melissa Walker and the ICF team will work with the City's Public Information Officer (PIO) to develop messaging and materials for public outreach and community engagement. Drawing on their knowledge of the community, DESA, Inc., will prepare a public outreach and engagement plan as needed. After OCD approval, DESA staff will **coordinate with City public outreach and community engagement for the public participation process**, including all public hearings forums, and any community workshops that may be needed (ongoing as needed).

The ICF team brings a breadth of expertise to **build staff capability through delivery of technical assistance and training of staff, including subrecipient staff** (ongoing as needed).

Finally, the ICF team will assist the City in the successful and compliant **closeout** of its CDBG-DR grant which we have done for previous grantees such as New Jersey.

ICF is prepared to deliver training as needed to the City. Some training topics that may be of immediate interest are:

- Lead safe housing rules;
- Best practices in construction management (including inspection protocols, damage assessments, scope development, cost estimating, elements related to lead/ACM remediation); and
- Identifying opportunities to use CDBG-DR (and Community Development Block Grant – CARES [CDBG-CV]) for nonfederal match.

Deliverables and Associated Consultant Responsibilities

As with the implementation of phase one, the ICF team will deliver on their responsibilities and key deliverables according to the project schedule.

Assist the City in the development of all subsequent substantial and non-substantial amendments to the CDBG-DR Action Plan

Ms. Acurso and Ms. Southon have experience in drafting both Action Plans and Action Plan amendments, as well as waiver requests. We will assist the City in the development of any additional amendments to its CDBG-DR Action Plan.

Draft procurements

Ms. Acurso and Ms. Southon are both familiar with the procurement rules at 2 Code of Federal Regulations (C.F.R.) 200.318-326, the requirements that the City must follow with all procurements. They will work with the appropriate City staff to develop well-crafted scopes of work, secure any cost-reasonableness estimates needed in advance of procurement, and support the City in ensuring that each procurement is distributed widely enough to constitute free and open competition. Following receipt of responses and the selection of a respondent, the ICF team will ensure the procurement file is complete and the procurement well documented, including bid evaluation, award letter, and letters to unsuccessful bidders. We will also work with contract staff as needed to incorporate required HUD and Office of Management and Budget (OMB) clauses in each contract, and that the contract form is appropriate for the services to be performed.

Develop and implement an application system for the City: manage, select, and configure data, application systems, and computer programs on behalf of the City

ICF understands the importance of accurate tracking, transparency, and documentation. The reporting structure and application system are critical in supporting this need. Our objective is a structure that can tell us everything we need to know about the programs, funding, and citizens that the City is serving at a glance to support faster, informed decisions. The ICF team will work with the City and its Information Technology (IT) department to determine the most effective SharePoint solution on behalf of the City. With the ultimate goal of developing a seamless reporting structure that the City can own, access, and manage long term, our data management and systems experts will manage the process from setup and implementation to transition over to the City staff.

The ICF team, working in concert with OCD and IT staff, will customize the SharePoint solution incorporate policy and process updates quickly and facilitate file QA/QC review. ICF will use the City of Columbia's program guidelines to drive the process in the system. Aligning the system to the policies will ensure that we are in sync with the City's method of operations and that we can achieve the goals of the CDBG-DR grant. We will set up the system for the City and other necessary staff to use for management and oversight of applicant files. Applicant roles will be predefined so that they only see data related to their own application. This helps the City comply with the requirement that applicants be able to access their status at any time. Dedicated user roles and permissions allow specific roles to see only what is pertinent for their review.

The most valuable feature of an application tracking system is insight into the recovery progress. Access to real-time, reliable applicant data enables the City of Columbia to make sound decisions about how and where to focus efforts, to be transparent, to report out accurately on progress, and to understand the changing needs and conditions. All data, information and reports will be housed in the City's SharePoint system of record. Therefore, at the conclusion of the engagement, all information will already be ready to go, organized and audit ready for the City and HUD.

Reporting and Data Analysis

Good data quality is essential to a successful program, and a good system ensures that the data collected are consistent and complete. The system supports reports that can be leveraged as a management tool to understand progress on the overall program and prompt staff to act on completing their tasks. The analysis and synthesis of the data allow the City to tell a compelling story of how the program is performing. Using these reports and dashboards, City staff can tell—on a daily basis—where any given applicant is in the process, as well as the overall progress of the program.

EXHIBIT C - COMPENSATION AND LABOR RATES

Appendix B: Cost Proposal Detail Sheet

Name of Consultant: ICF Incorporated, L.L.C.		Date of Proposal 09/22/2020	
Street Address: 9300 Lee Highway		Federal ID Number: 52-0893615	
City, State, Zip: Fairfax, VA, 22031		DUNS Number: 07-264-8579	
<p>A. <u>Direct Labor</u> (specify personnel by name)</p> <p>Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
Personnel Name	Est. No. of Hours	Hourly Rate	Est. Cost
1. Dolores Acurso	480	\$114.27	\$54,849.60
2. Susan Southon	380	\$127.06	\$48,282.80
3. Jeremy Cirillo	622	\$30.64	\$19,058.08
4. Robert Soto	894	\$70.12	\$62,687.28
5. Melissa Walker	160	\$67.27	\$10,763.20
6. Mi Yang Kim	10	\$70.09	\$700.90
7. Steven Sherman	354	\$108.78	\$38,508.12
8. Marinangeles Gutierrez	2,378	\$31.27	\$74,360.06
9. Total Direct Labor	5278		\$309,210.04
B. <u>Overhead/Indirect Costs</u>	<u>Rate</u> 83.92	<u>Base</u> \$309,210.04	<u>Est. Cost</u> \$259,497.31
C. <u>Other Direct Costs</u>			
Transportation	Est. # of site visits	Rate	Est. Cost
Columbia, SC	11	\$724.05	\$7,964.55
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Columbia, SC	11	\$709.18	\$7,800.98
Production	Est. No. of Pages	Page Rate	Est. Cost
N/A			
Other (specify)			
1. Spanish Translation			\$14,104.80
2. Transcription			\$705.24
3. Reproduction			\$2,938.50
4. N/A			\$
5. Total Other Direct Costs			\$33,514.07

D. <u>Subcontracts</u>			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1. Armand Magnelli	41.25	\$1,577.47	\$65,070.64
2. Jayne Windham	1.50	\$1,577.47	\$2,366.21
3. Jim Beachler	1.88	\$1,802.82	\$3,380.29
4. Chequita Wilson	50.00	\$796.94	\$39,847.00
5. Total Subcontractor Costs			\$110,664.14
Total Estimated Costs (Line A5+B+C5+D3)			\$712,885.56
Profit			\$54,050.01
TOTAL PRICE – YEAR ONE			\$766,935.57

Name of Consultant: ICF Incorporated, L.L.C.	Date of Proposal 09/22/2020
Street Address: 9300 Lee Highway	Federal ID Number: 52-0893615
City, State, Zip: Fairfax, VA, 22031	DUNS Number: 07-264-8579

A. Direct Labor (specify personnel by name)

Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.

Personnel Name	Est. No. of Hours	Hourly Rate	Est. Cost
1. Dolores Acurso	384	\$117.13	\$44,976.67
2. Susan Southon	72	\$130.24	\$9,377.03
3. Jeremy Cirillo	40	\$31.41	\$1,256.24
4. Robert Soto	52	\$71.87	\$3,737.40
5. Melissa Walker	10	\$68.95	\$689.52
6. Marinangeles Gutierrez	208	\$32.05	\$6,666.76
7. Total Direct Labor	766		\$66,703.62
B. <u>Overhead/Indirect Costs</u>	<u>Rate</u> 85.72%	<u>Base</u> \$66,703.62	<u>Est. Cost</u> \$57,175.54

C. Other Direct Costs

Transportation	Est. # of site visits	Rate	Est. Cost
Columbia, SC	10	\$724.05	\$7,240.50
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Columbia, SC	10	\$709.18	\$7,091.78

Production	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			
1. Spanish Translation			\$5,877.00
2. Transcription			\$470.16
3. Reproduction			\$2,938.50
4. N/A			\$
5. Total Other Direct Costs			\$23,617.96
D. <u>Subcontracts</u>			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1. Armand Magnelli	15	\$1,622.54	\$24,338.10
2. Chequita Wilson	46.25	\$816.86	\$37,779.78
3. Total Subcontractor Costs	61.25		\$62,117.88
Total Estimated Costs (Line A5+B+C5+D3)			\$209,615.00
Profit			\$13,216.93
TOTAL PRICE – YEAR TWO			\$222,831.93
TOTAL PRICE – TWO YEAR TOTAL			\$989,767.50

Appendix A: Staff Hourly Rates

Firm Name: ICF Incorporated, L.L.C.

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal in Charge	<u>\$230.00</u> / hour
Project Manager	<u>\$250.00</u> / hour
Hazard Disaster Recovery Planner (if needed)	<u>\$150.00</u> / hour
Engineer (if needed)	<u>\$200.00</u> / hour
Data Analyst, Quality Assurance and Reporting Lead	<u>\$140.00</u> / hour
GIS Analyst	<u>\$85.00</u> / hour
Planning & Policy Support	<u>\$75.00</u> / hour
Environmental Specialist	<u>\$115.00</u> / hour
Infrastructure Specialist	<u>\$150.00</u> / hour
Quality Assurance and Reporting Specialist	<u>\$75.00</u> / hour
Communications Lead	<u>\$150.00</u> / hour
Data Management	<u>\$170.00</u> / hour
Lead and Construction Management	<u>\$205.00</u> / hour
Multifamily and Small Rental	<u>\$235.00</u> / hour
Community Engagement Liaison	<u>\$105.00</u> / hour

H. DBE and Subcontractor Participation

APPENDIX - BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE **TYPED** AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # (REQUIRED)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code - See Key Below)
Livable Housing, Inc. 018453986	Not Registered	Consulting and Training Services	\$82,680.00	8.35%	SBE, WOSB	FB
DESA, Inc. 175250588	V000544	Program Management	\$69,934.00	7.07%	DBE, SBE, MBE, WBE, CDBE, SLE	BF
JMB Preservation Advisors 962137019	Not Registered	Technical support for Housing and Community Development	\$3,045.00	.30%	SBE	N/A

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female AM – Asian American Male BF – African American Female
 BM – African American Male FB – Non-Minority Female Owned HF – Hispanic American Female
 HM – Hispanic American Male NF – Native American Female NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$155,659.00
TOTAL CONTRACT AMOUNT: \$989,768.00

I certify this information is true, correct, complete and active.

Business Name: ICF Incorporated, L.L.C.

Representative Name/Title: Tracey Watson, Sr. Manager, Subcontracts

Date: 9/19/2020

EXHIBIT E - HUD GENERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. Provisions Required by Law Deemed Inserted

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

2. Statutory and Regulatory Compliance

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. Breach of Contract Terms

THE CITY OF COLUMBIA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Reporting Requirements

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE CITY OF COLUMBIA. The Contractor/Subcontractor shall cooperate with all THE CITY OF COLUMBIA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers,

and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE CITY OF COLUMBIA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient

detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide THE CITY OF COLUMBIA any additional information necessary for THE CITY OF COLUMBIA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE CITY OF COLUMBIA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE CITY OF COLUMBIA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE CITY OF COLUMBIA.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits,

charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. Copeland “Anti-Kickback” Act (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, THE CITY OF COLUMBIA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE CITY OF COLUMBIA, become THE CITY OF COLUMBIA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE CITY OF COLUMBIA for damages sustained by THE CITY OF COLUMBIA by virtue of any breach of the contract by the Contractor/Subcontractor, and THE CITY OF COLUMBIA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE CITY OF COLUMBIA from the Subcontractor is determined.

23. Termination for Convenience (Applicable to contracts exceeding \$10,000)

THE CITY OF COLUMBIA may terminate this contract at any time by giving at least 60 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by THE CITY OF COLUMBIA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;

- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- c. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

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

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

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures

authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, 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 Contractor/Subcontractor, 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 Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

29. Bonding Requirements

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with THE CITY OF COLUMBIA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract. (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. Section 3 of the Housing and Urban Development Act of 1968 (As required by applicable thresholds)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor/subcontractor* is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor/Subcontractor's* obligations under 24 C.F.R. part 135.

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

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

31. Fair Housing Act

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities,

direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website:

www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development

Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-

CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b)Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on THE CITY OF COLUMBIA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.the City of Columbia.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, THE CITY OF COLUMBIA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.