

**CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING
AGREEMENT FY 2024-25
WITH ALPHA COMMUNITY FOUNDATION**

This Community Development Block Grant FY 2024-25 Funding Agreement, hereinafter called "Funding Agreement" or otherwise "Agreement" is made effective on the date of signature, between The City of Oklahoma City, hereinafter called "The CITY," or "CITY," having its principal place of business at 200 North Walker, Second Floor, Oklahoma City, Oklahoma 73102, and Alpha Community Foundation, hereinafter called "Alpha Community Foundation", "Alpha", "Garden Oaks Community Center", or "Subrecipient," having its principal place of business at 3401 NE 16th St, Oklahoma City, OK 73117.

RECITALS

WHEREAS, the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et. seq.), [hereinafter, Act] as amended, authorizes Federal assistance from the United States Department of Housing and Urban Development (HUD) to be awarded to local communities such as The City of Oklahoma City; and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local governments to determine the community's development needs, set priorities, and allocate resources to various activities; and

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant funds (CDBG) for achieving viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low- to moderate- income, as defined by HUD; and

WHEREAS, the City Council of The City of Oklahoma City, as the applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City Council of The City of Oklahoma City further deems it desirable to enter into an agreement with Alpha Community Foundation for the day-to-day conduct of the CDBG activities approved by this Agreement, under eligible provisions of the Act, while reserving to The City of Oklahoma City complete authority and responsibility for such activities, the funding and budget thereto, and the terms under which the activities hereunder shall be conducted; and

WHEREAS, Alpha is willing and capable of carrying out the responsibilities contemplated and implied under the Act, deems it desirable to enter into agreement with The CITY, and commits to perform the eligible CDBG activity of rehabilitation of its building at 3401 NE 16th Street (i.e., a public facility) into a public community center ("Garden Oaks Community Center") offering a variety of services for youth and adults to meet the national objective to benefit residents with generally low- to moderate-incomes in the area surrounding the facility.

NOW, THEREFORE , the parties to this Agreement agree to the foregoing and further agree as follows:

1. Scope of Work / National Objectives

As part of the CITY's Community Development Program, Alpha will undertake and provide construction and rehabilitation activities described in the Scope of Work Schedule "A", attached hereto, and incorporated as a part hereof by reference. Schedule "A1," attached hereto, contains miscellaneous or other special provisions, and is incorporated as a part hereof by reference.

2. Duration of Agreement

The term of this Agreement shall be from **August 31, 2024, to August 31, 2026.**

All scheduled work provided for in this Agreement shall be completed by **August 31, 2026**, and all invoices for work completed during the term of the Agreement and other documents required for Close-Out shall be submitted to The CITY by no later than **February 1, 2027.**

3. Period of Compliance

The period of compliance begins at the date Award Close-out is completed, as described in Item 20 of this Agreement. Alpha must continue the operation of the facility as a community center, providing services to the community, for a minimum of five (5) years once the Period of Compliance begins.

During the Period of Compliance, there shall be no change of use unless a CDBG-eligible activity and National Objective continue to be met. There shall be no change of use unless written approval is provided to Alpha by the City, prior to commencement of such event.

It is further expressly understood and agreed by Alpha Community Foundation that the Project Site shall not be conveyed, sold, mortgaged, or transferred during the Period of Compliance without prior written consent of the City. Execution of releases of the Mortgage by the CITY shall constitute written consent. The City's consent to such a sale during the Period of Compliance may require a return of some of all the CDBG funding depending on the subsequent use after the sale. Any such requirement of funds shall be provided in writing prior to any consent to conveyance, sale or mortgage, and shall be received by the City prior to its written consent.

4. Funding

In exchange for the activities to be provided under this Agreement, the CITY shall allocate to Alpha Community Foundation FY 2024-25 Community Development Block Grant (CDBG) funds for the purposes set forth in this Agreement, as such funds become available from the Federal Government, and from no other source; provided however, that such compensation to Alpha Community Foundation **shall not exceed two hundred thousand dollars (\$200,000.00)**, as specified in Schedule "B" attached hereto and incorporated as a part hereof by reference, or any subsequent revised budget. Program Income, if any, which shall be administered under Section 7.c herein.

This funding is being provided as a grant to Alpha, subject to compliance with the Period of Compliance terms in Item 3 herein., The Period of Compliance for Alpha Community Foundation shall commence upon the date the Mortgage document is filed, stating the identified restrictions. A copy of the filed Mortgage document shall be provided to Alpha by City.

5. Expenditures

Alpha Community Foundation agrees to make expenditures under the attached Schedule "B."

6. Subcontracts

Alpha Community Foundation may enter into subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such subcontracts shall be in accordance with applicable law and regulations. Alpha Community Foundation shall be responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts.

- a. Alpha Community Foundation and its contractors and subcontractors shall comply with requirements established by the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR Part 170.
- b. Alpha Community Foundation and its contractors and subcontractors, prior to entering a contract for the use of CDBG funds shall:
 - 1) Obtain a valid Unique Entity ID (UEI)
 - 2) Register or update registration in the System of Award Management (SAM) Federal database of debarred contractors, and.
 - 3) Maintain an active and approved SAM registration with current information at all times during which it has an active contract or award involving CDBG funds.
- c. For all subcontracts in excess of \$25,000, Alpha Community Foundation shall compare each contractor or subcontractor business name and UEI number against the SAM database. Alpha Community Foundation shall print and retain the results of the SAM search in the contract file for auditing purposes and maintain these for a minimum of three (3) years after the Award Close-out date. Alpha Community Foundation shall not award contracts to any entity that is not listed as "active" on the SAM database.
- d. Alpha Community Foundation shall adhere to requirements of Schedule "H" attached hereto concerning subcontract provisions for non-Federal entity contracts under Federal awards.

7. Cross-cutting Requirements

Alpha Community Foundation shall comply with all Federal, state, and municipal laws, rules, and regulations applicable to the community development activity that is the subject of this Agreement, with particular attention to:

- a. Title VI of the Civil Rights Act. No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin. Alpha Community Foundation shall maintain complete records on all applicants for three (3) years from the Award Close-out date.
- b. Section 3 Compliance. Alpha Community Foundation shall comply with Section 3 regulations at 24 CFR Part 75, and related provisions as detailed in Schedule "C" which is incorporated as a part of this Agreement by reference. Further, Alpha Community Foundation shall include provisions for Section 3 Compliance in any agreements with subcontractors for work performed under this agreement. Alpha Community Foundation shall maintain full and adequate records of compliance with applicable laws, rules, and regulations. Such records shall be open for inspection by the CITY and/or HUD or their authorized representatives.
- c. Program Income. The receipt and disposition by Alpha Community Foundation of program income as defined in 24 CFR 570.500(a) shall be as set forth in the provisions of 24 CFR 570.504(c) which requires this Agreement to specify whether program income will be returned to the CITY or retained by Alpha Community Foundation. This agreement anticipates no program income to be generated from allowable uses of these funds. However, to satisfy the regulatory provision, Alpha Community Foundation shall return to the City any program income received under the following procedure:
 - 1) Alpha Community Foundation shall return program income to the CITY immediately after receipt in any instance where the total amount received is \$1,000.00.
 - 2) Program income received by Alpha Community Foundation in amounts less than \$1,000.00 may be accumulated until the total reaches or exceeds \$1,000.00 and then such income shall be returned to the CITY, provided however, that any accumulated program income shall be returned to the CITY at least monthly.
- d. Administrative Requirements. Alpha Community Foundation shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200, which requirements and principles apply to non-Federal entities that receive Federal awards.

In matters concerning real property acquired or improved using CDBG funds, Alpha Community Foundation shall comply with 24 CFR 570.505, which provisions apply to property change of use.

In matters concerning the disposition of equipment, the following shall apply:

- 1) Where equipment is sold, the proceeds shall be returned to the CITY as program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
- 2) Equipment not needed for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the CITY at the (determine rate of compensation, i.e., prorated, etc.)

Concerning termination of this Agreement, Alpha Community Foundation shall comply with 24 CFR 570.503 and Section 16 of this Agreement.

- e. Environmental Responsibilities. Alpha Community Foundation shall carry out each activity in compliance with all Federal laws, regulations described in Subpart K of 24 CFR 570, and program requirements except that:

- 1) Alpha Community Foundation does not assume the CITY'S environmental responsibilities regarding 24 CFR 570.604;
- 2) Alpha Community Foundation does not assume the CITY'S responsibility for initiating the review process under 24 CFR Part 58; and
- 3) Alpha Community Foundation shall provide all necessary information required for the CITY to complete its environmental review and responsibilities for each project contemplated for funding, and no funds shall be drawn for any project address until the site- specific environmental review process for any individual project address is complete.
- 4) Funding under this Agreement is conditioned on the CITY's determination to proceed with, modify or cancel any project based on the results of a site-specific environmental review.

- f. Reversion of Assets. Upon the expiration of this Agreement Alpha Community Foundation shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under Alpha Community Foundation's control that was acquired or improved in whole or in part with CDBG funds shall be:

- 1) Used to meet one of the national objectives in 24 CFR 570.208 throughout the five-year compliance period; or
- 2) Disposed of so it results in the CITY being reimbursed the greater of; 1) the value of the CDBG investment in the asset or, 2) the fair market value of the asset based on a current (within six months) appraisal that meets the requirements of 49 CFR 24.103 less any portion of the value attributable to expenditures of non-CDBG funds invested in the asset.

- g. Documentation Necessary for Required Assurances. Alpha Community Foundation shall appoint compliance officers to ensure compliance provisions are met, to develop and maintain documentation necessary to assure compliance with the Housing and Community Development Act of 1974 (42 U.S.C. § 5301) and such amendments thereto and shall provide such documentation and certification as needed to enable the Mayor, and the Chief Executive Officer of the CITY, to execute assurance of compliance. In addition, Alpha Community Foundation shall furnish such information and maintain such records as needed to enable both Alpha Community Foundation and the CITY to meet the National Environmental Policy Act and the Clean Air Act, along with such regulations as adopted in connection therewith by the Environmental Protection Agency or the State of Oklahoma.

Alpha Community Foundation agrees to retain all records pertaining to CDBG funded activities for three (3) years from the end date of the Agreement under which the activities were funded. Alpha Community Foundation shall retain records pursuant to the requirements of 2 CFR Part 200.334.

- h. Davis-Bacon and Related Acts (DBRA) (29 CFR Part 5, Subpart A).

- 1) This is a DBRA- covered contract, therefore Alpha Community Foundation shall comply with the applicable DBRA provisions below and as detailed in Schedule I. **Davis-Bacon wage rate reports are required to be submitted weekly throughout the construction term.** All contractors and subcontractors performing on Federal contracts over two thousand dollars (\$2,000.00) (and contractors or subcontractors performing on federally assisted contracts under the related Acts), except regarding contracts or subcontracts for the rehabilitation or construction of residential property containing less than eight (8) units, shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the DBRA wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

- 2) Alpha Community Foundation shall ensure the applicable wage rates are specified and that DBRA labor standard clauses are included in covered subcontracts.
- 3) Contractors and subcontractors on prime contracts over one hundred thousand dollars (\$100,000) are required under the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), to pay employees one and one-half times their basic rates of pay for all hours over forty (40) hours worked on covered contract work in a work week. Covered contractors and subcontractors are also required to pay employees weekly, and to submit weekly certified payroll records to the contracting agency.

- 4) Every employer performing work covered by the labor standards of the DBRA shall post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination shall be similarly posted.
- 5) Alpha Community Foundation shall maintain payroll and basic records for all laborers and mechanics during the work and for three (3) years after the Award Close-out date. Records to be maintained include:
 - Name and address of each employee
 - Each employee's work classification
 - Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
 - Daily and weekly number of hours worked
 - Deductions made and the purpose and the authority/consent for those deductions
 - Actual wages paid
 - If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
 - If applicable, detailed information regarding approved apprenticeship or trainee programs.

i. Buy America Preference (BABA/BAP)

- 1) Alpha Community Foundation must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver."
- 2) The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects be produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)" and the specific requirements are codified in 2 CFR § 184.
- 3) For the purposes of the BAP, an infrastructure project is defined as any project that includes construction, alteration, maintenance, or repair of infrastructure regardless of whether infrastructure is the primary purpose of the project. **Infrastructure projects according to BABA include the rehabilitation of public facilities.**

- 4) This is a BABA covered contract, therefore Alpha Community Foundation

shall:

- Obtain a list of needed materials and products that must comply with the BAP and classify materials by type. The following types of products is purchased for the project must be produced in the United States: iron and steel, manufactured products, and construction materials.
- Require contractors to adhere to the BAP for all covered products.
- Retain documentation for covered products that confirms the products were produced in the United States and the project complies with BABA. Examples of such documentation may include:
 - Labels on products certifying that they are made in the U.S.
 - Manufacturer certification letters

8. Insurance

a. Property Insurance.

Alpha Community Foundation shall furnish the City, at Alpha Community Foundation's cost and expense, with evidence of builder's risk or comparable property insurance which indemnifies Alpha Community Foundation against damage or theft to buildings while they are under construction using funds provided by this Agreement. The policy shall contain coverage that protects against physical loss or damage to the building, materials, fixtures and/or equipment being used in rehabilitating/constructing the project. Following construction, Borrower shall furnish Lender with evidence of property insurance that covers most common risks to an existing property.

b. Insurance.

Alpha Community Foundation shall, at its own cost and expense, throughout the 5-year compliance period, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death or property damage occurring or arising out of the Project, which insurance shall cover such claims as may be occasioned by any act, omission, or negligence of Alpha Community Foundation or its officers, agents, representatives, assigns or servants relating to the Project or its operation. The limits of liability insurance, which may be increased from time to time as deemed necessary by The City, with the approval of Alpha Community Foundation, which shall not be unreasonably withheld, shall not be less than One Million Dollars (\$1,000,000) combined single limit personal injury and property damage insurance or aggregate insurance in a total amount sufficient to cover damages to Alpha Community Foundation's property funded in this Agreement. The insurance required above shall be issued by an insurance company or companies authorized to do business within Oklahoma. The City shall be named as an additional insured on all such policies, and any such policy or policies shall be primary to any other valid and collectible insurance. Certificate or certificates or other evidence satisfactory to the City evidencing the existence and terms and conditions of any insurance required above shall be delivered to the City prior to or along with submission of the first invoice submitted to the City for reimbursement. The policy or policies of insurance required by this Agreement shall not be canceled or given notice of non-renewal nor shall the terms or conditions be altered or amended without thirty (30) days written notice to and written approval being given by The City.

9. Reports and Audits

Alpha Community Foundation shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, Alpha Community Foundation shall provide any other reports reasonably deemed necessary by the CITY. The CITY, the Federal Grant agency, or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review Alpha Community Foundation's performance and operation of activities to be performed under this Agreement; and in connection therewith, the above-mentioned entities may inspect any records, books, documents, or papers of Alpha Community Foundation and the subcontractors of Alpha Community Foundation, for the purpose of making audit examination, excerpts, and transcriptions.

Required reports include but are not limited to:

- a. Reporting of records kept under 24 CFR 570.506.
- b. Davis Bacon payroll reports are required to be submitted on a weekly basis throughout the construction period.
- c. Alpha Community Foundation shall submit to the CITY a Final Report **by February 1, 2027**, which report shall be in a format prescribed by the City, and include the funds expended and use of funds; and a narrative description of accomplishments.
- d. Along with or prior to the first draw of funds under this Agreement, Alpha Community Foundation shall submit to the CITY its previous year's Minority Business Enterprise and Women Business Enterprise report on Form HUD-2516, including data from all subcontractors.
- e. Along with or prior to drawing funds under this Agreement, Alpha Community Foundation shall submit to the CITY all applicable Section 3 Compliance Report information, including data from all contractors or subcontractors receiving payment with CDBG funds.
- f. Along with or prior to drawing funds under this Agreement, Alpha Community Foundation shall submit to the CITY its BABA-covered materials list and documentation demonstrating compliance with the Buy America Preference.
- g. At the CITY's request, Alpha Community Foundation shall submit to the CITY an independent annual audit performed by an auditor familiar with HUD Programs or shall perform and submit to the CITY an audit that meets the requirements of 2 CFR 200, Subpart F- Audit Requirements.
- h. Alpha Community Foundation shall submit to the CITY copies of any police report related to loss or damage to properties purchased or rehabilitated with CDBG funds within 10 business days from the date of loss or damage.

10. Conflict of Interest

No covered persons, including a member, officer, or employee of The City or Alpha Foundation, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises or has exercised any functions or responsibilities regarding the program, or who can participate in a decision-making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his or her tenure or for one year thereafter. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611, which include, but are not limited to the following:

- a. Alpha Foundation shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of Alpha Foundation shall participate in the selection, the award or the administration of a contract supported by Federal funds which would involve a conflict of interest, real or apparent.

For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of The City, Alpha Foundation, or any designated public agency.

11. Non-Discrimination Certificate

With the performance of this Agreement, Alpha Community Foundation agrees not to discriminate against any employee, applicant for employment, or deny any services because of race, color, religion, sex, sexual orientation, gender identity or national origin. Alpha Community Foundation further agrees to take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Alpha Community Foundation shall post the Non-Discrimination Statement attached and labeled as Schedule "D" in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. Alpha Community Foundation further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). In the event of the Alpha Community Foundation's non-compliance with this Non-Discrimination Statement, this Agreement may be canceled or terminated by the CITY and Alpha Community Foundation declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply is made by Alpha Community

Foundation. Alpha Community Foundation agrees to sign the Non- Discrimination Statement attached and labeled as Schedule "D" and to include the non-discrimination clause contained in Schedule "D" in any subcontracts connected with performing this Agreement.

12. Hold Harmless Clause

Alpha Community Foundation shall defend, indemnify, and save harmless the CITY from any claims and causes of action against the CITY for damages or injury to any person or property arising solely out of, or in connection with the negligent performance or negligent acts of Alpha Community Foundation, its subcontractors, agents, or employees under this Agreement. In addition to the foregoing, Alpha Community Foundation agrees to hold harmless the CITY from any liability arising from the claims of Alpha Community Foundation's subcontractors or any others whom Alpha Community Foundation might employ or from whom services or materials might be obtained in connection with performance of this Agreement.

13. Subrecipient Status

Alpha Community Foundation agrees to conduct itself in a manner consistent with such Subrecipient status and agrees that it will neither hold itself out as nor claim to be an officer, employee, or agent of the CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee, or agent of the CITY.

14. Termination

This Agreement incorporates the provisions of 2 CFR 200.339 pertaining to remedies for noncompliance with this Agreement. Under 2 CFR 200.340, this Agreement may be suspended or terminated before the expiration of the term by unanimous written agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part when deemed to be in the best interest of the CITY to do so, upon a ten (10) day written notice from the CITY to Alpha Community Foundation, when practical, for the following reasons:

- a. Failure to perform the services set forth in the scope of services and requirements incident thereto.
- b. Making unauthorized or improper use of funds provided under this Agreement.
- c. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
- d. The carrying out of the Scope of Services or the objectives of this Agreement is rendered unfeasible, impossible, or illegal.
- e. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
- f. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.

g. For the convenience of the CITY.

In the event of a Termination for cause, the CITY will identify the cause and follow the termination requirements in 2 CFR 200.339 to 200.343.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

15. Lobby Certification

Alpha Community Foundation shall execute a lobbying certification (Schedule "F" attached and incorporated herein by reference).

16. City Grant Policies and Procedures

Alpha Community Foundation shall read 2 CFR Part 200 and then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "G."

17. Miscellaneous

Should it become necessary to determine the meaning or otherwise interpret any word, phrase, or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of law or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.

18. Certification regarding eligibility for Federal funds.

Alpha Community Foundation certifies by execution of this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19. Violence Against Women Act (VAWA) Compliance

Alpha Community Foundation shall comply with applicable provisions of the 2022 reauthorization of the Violence Against Women Act, as previously codified in a HUD final rule, and in accordance with subsequent guidance provided by HUD.

20. Award Close Out

The award close-out process shall occur after the facility receives their occupancy permit; all lien releases are acquired; final invoices and all required reports have been submitted to the CITY, including but not limited to Davis Bacon and Section 3 reporting, as well as the reporting required by Section 9.c. of this Agreement. Any deviations from Davis Bacon compliance shall be resolved prior to close out.

The parties do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

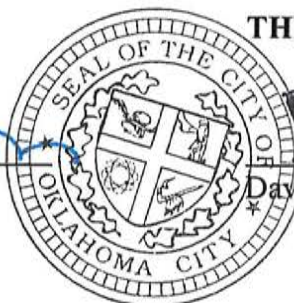
Alpha Community Foundation states it possesses experience, know-how, and ability in conducting and performing the program that is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of the CITY. Alpha Community Foundation agrees to put forth its best efforts on behalf of the CITY herein and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands this 15th day of October 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
David Holt, Mayor

ATTEST:

ALPHA COMMUNITY FOUNDATION

DocuSigned by:

Brian Eakers

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Secretary

George Williams
George Williams, Chairman

REVIEWED as to form and legality.

Nita F. Douglas-Galley
Assistant Municipal Counselor

SCHEDULE "A"
SCOPE OF WORK/NATIONAL OBJECTIVES

Alpha Community Foundation shall administer the activity funded under this Agreement, utilizing the CDBG Program funds dedicated for such use during the term of this agreement specifically for accomplishing National Objective criteria "Low-Moderate Income Area Benefit." as an eligible Public Facility activity. Funds utilized for any other purpose shall constitute a violation of this Agreement.

Funding under this Agreement, specifically, is construction and rehabilitation of Alpha Community Foundation's building located at 3401 NE 16th St, in Oklahoma City - Garden Oaks Community Center. Garden Oaks Community Center currently offers programs and resources for youth. The area remodeled with this funding will focus on programs serving adults. This will include health and wellness initiatives, workforce development, business incubator space, training classrooms, and community meeting spaces.

The project includes remodel of the existing one-story building including, but not limited to roof, HVAC, entry way, exterior windows, and interior renovations.

GW

Alpha Community Foundation (Initial)

SCHEDULE "B"
BUDGET AND DRAW REQUESTS

Budget

Alpha Community Foundation provided a project budget for consideration as part of the request for funding under this Agreement. As proposed, the total project includes funding from philanthropic funders as well as CDBG funds for a projected project cost of \$500,000. At the time of this Agreement, the project is out to bid, and thus final costs and/or design may be altered. Before initiating construction, Alpha Community Foundation shall submit for City approval a final detailed budget showing line-item costs and designating the funding sources to pay for all costs and sufficient to finish the project.

Budget changes

Changes to budget categories and amounts may be authorized as requested by Alpha Community Foundation in writing and approved by the City's Project Manager, provided that the total CDBG budget of \$200,000 shall not be exceeded.

Draws of funds

1. Alpha Community Foundation shall make draw requests either in proportion to other funds involved in the project, or on percentage of project completion. For example, if the total for a project cost \$1 million and CDBG funding in that project is \$200,000.00, the proportion of CDBG funds in the project is 20.0% of the total project cost. Under such scenario, the draw options, by way of the example, would be:
 - a. CDBG pays 20.0% of each draw (only the eligible CDBG costs of each billing); or
 - b. For example, 15% project completion, 15% of CDBG allocated to the project may be drawn for eligible costs. At 50% completion, 50% of CDBG may be drawn, etc.
2. Back up documentation shall be provided and appropriate to evidence whichever draw approach is utilized. For example:
 - a. Approach #1 would require itemized billing for which CDBG funds are being drawn, and identification of other sources used to cover the balance of the billing.
 - b. Approach #2 would require the Alpha Community Foundation or its representative, i.e., project architect, to certify percentage of work complete, along with a schedule of completion showing the work relevant to the billing.
3. The process for drawdown of funds is:
 - a. Alpha Community Foundation shall submit invoices to the CITY on agency letterhead along with sufficient backup documentation to evidence a) need, or b) work performed. For example, need may be evidenced by an approved draw schedule and the draw request submitted by the trade subcontractor, along with progress reports in fulfillment of that schedule. Work performed maybe evidenced by supplier or vendor invoices. Alpha Community Foundation should also have sufficient evidence to demonstrate relative CDBG proportionality or percentage to the project or draw as described above.

- b. Draw requests from Alpha Community Foundation shall be due to the CITY on the Tuesday before noon fourteen (14) business days before expected receipt of funds. The invoice "start time" shall remain Tuesday noon with the exception of holidays or weather days. Invoices submitted after Tuesday noon shall roll over to the next week, and the invoice start time shall be the next Tuesday noon.
- c. The CITY shall review the draw request for reasonableness and accuracy. If the invoice cannot be approved, the CITY shall provide a reason for denial in writing to Alpha Community Foundation.
- d. Alpha Community Foundation shall request and work with The City to schedule an inspection of this facility before submitting a final invoice for the project.
- e. Requirements for Draw requests:
 - 1) Alpha Community Foundation shall submit an invoice on company letterhead containing the company name, address, and other contact information, along with sufficient backup documentation to evidence 1) need, or 2) work performed as described in Item 3.a, above.
 - 2) Alpha Community Foundation shall submit with its initial draw request or have previously submitted:
 - a copy of insurance on the property, naming the City as co-insured;
 - its Minority Business Enterprise and Women Business Enterprise report(s) for the current or previous year's activities.
 - 3) Alpha Community Foundation shall submit Section 3 reporting information for the project as specified in Schedule C of this agreement with its draw requests. Section 3 reports apply to vendors and subcontractors as applicable.
 - 4) Alpha Community Foundation shall submit weekly Davis-Bacon payroll reports; invoices will not be processed until all required weekly Davis-Bacon reports have been received.
 - 5) Alpha Community Foundation shall ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, Alpha Community Foundation may request a copy of the date- stamped page as evidence of submission. Denied draw requests must be resubmitted and shall require a subsequent date-stamp. The date showing on any draw requests submitted by email shall serve as the date stamp.
 - 6) All draws for work performed during the term of the Agreement must be made by February 1, 2027.
 - 7) Final draws shall be approved only after completion of a City rehab inspector's final (signed) punch list.

SCHEDULE "C"

SECTION 3 COMPLIANCE

In compliance with regulations at 24 CFR Part 75 Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, Alpha Community Foundation affirms that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to persons with low- and very low-income, or those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons with low- and very low-incomes. No person shall be discriminated against or denied employment on the grounds of race, color, religion, national origin, age, disability, genetic information, or sex (including sexual orientation and gender identity.)

Awardee appoints **George Williams** as the Equal Employment Opportunity Officer responsible to coordinate Alpha Community Foundation efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints regarding Section 3 compliance or concerns about discrimination.

HUD Section 3 Compliance

- a) The work to be performed under this Agreement 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 developments covered by Section 3, shall, to the greatest extent feasible, be directed to persons with low- and very low-income, and persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- b) Awardee agrees to comply with HUD's Section 3 Regulations. As evidenced by their execution of this Agreement, Awardee certifies that it is under no contractual or other impediment that would prevent it from complying with the Section 3 Regulations.
- c) Awardee and its General Contractor, Sub-contractors, et al, shall post copies of the notice in a conspicuous place at the work site where employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d) Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- e) Awardee shall include Section 3 requirements and language and a Summary of Section 3 obligations in each subcontract, bid and/or proposal for work on this project.
- f) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of 24 CFR §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Section 3 Recordkeeping

- (a) Awardee and all its project contractors and sub-contractors shall maintain Section 3 worker, and Targeted Section 3 worker documentation and certifications; records on labor hours worked by all workers, the labor hours worked by Section 3 workers, and those worked by Targeted Section 3 workers.
- (b) If Section 3 businesses are engaged, Awardee shall keep records documenting the Section 3 business status.

Section 3 Reporting

- (a) Awardee shall require that all contractors and sub-contractors submit required Section 3 information to enable Awardee to complete its Section 3 reporting obligations.
- (b) Section 3 Summary Reports. Awardee shall submit summary reports of Section 3 project activity to The City with every invoice submitted for payment. The Section 3 Summary Reports are to describe outreach efforts, ratios of Section 3 labor hours to total labor hours, labor hours performed by targeted workers, and worker training.
- (c) Section 3 Final Report. Awardee must track all reports and aggregate all the data to be able submit to The City a Final Section 3 Report at project completion. The Final Section 3 report is to include:
 - A total of all hours worked on the Project;
 - The total work hours completed by all Section 3 workers, including Targeted workers;
 - The total work hours completed by Targeted Section 3 workers; and
 - A narrative which summarizes all documented qualitative activities taken to comply with the Section 3 requirements.

The final invoice for the project will be held until the final Section 3 report is submitted.

[continued on subsequent pages]

Summary of Section 3 Obligations (24 CFR 75)

Funding recipients (contractors, subrecipients, CHDOs, grantees, developers, etc.) working on a Section 3 covered Project must:

- Inform Section 3 residents of employment and contracting opportunities (§75.27 Contract provisions).

A Section 3 worker is defined as one whose income for the previous calendar year is:

- 1) below income limits established by HUD, or 2) is employed by a Section 3 business concern or 3) a YouthBuild participant.

A Targeted Section 3 worker is generally one who:

- 1) is employed by a Section 3 business concern, or 2) currently or when hired, or within the last 5 years, is documented to live within one mile of the project (See 24 CFR 75.5 defn. for more detail).

- To the greatest extent feasible, hire and train Section 3 residents to complete work on the project (24 CFR §75.19 (a) requirements). Verify eligibility based on Section 3 Income Limits [Income Limits | HUD USER \(www.huduser.gov\)](http://www.huduser.gov) for the Oklahoma City Metro FMR Area. The rule only gives preference to Section 3 residents if they meet necessary job qualifications.
- To the greatest extent feasible, contract with Section 3 businesses (§75.19 (b) requirements). The rule only gives preference to Section 3 businesses after they meet necessary contract qualifications.

The Section 3 Final Rule continues to emphasize a goal to contract with business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the funded project is located.

A Section 3 business is defined as one where: 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons, or 2) at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or 3) over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Public notice: Include a Summary of Section 3 Obligations (in all bid/proposal solicitations. HUD no longer requires the exact text of the Section 3 Clause (24 CFR 135.38 – defunct); however, funding recipients may use the clause, to convey Section 3 obligations through their subcontracts for Section 3-covered projects (§75.27 Contract provisions).

Submit Section 3 Summary Reports to the project manager at The City or contact identified in your funding agreement to describe outreach efforts, ratios of Section 3 labor hours to total labor hours, labor

hours performed by all Section 3 workers including targeted workers, and worker training, pursuant to creating economic opportunities for section 3 workers. The City's contract awardees must submit Section 3 reporting with every invoice submitted for payment regardless as to whether the invoice is from subcontractors or the general contractor.

Parties Subject to Section 3:

- **Subrecipients** of "Section 3-covered assistance" include those who receive HUD funding for construction or rehabilitation activities that meet the \$200,000-per-project threshold (HOME, NSP, ESG, CDBG etc.; §75.3 Applicability). Subrecipients report final project Section 3 accomplishments to The City with their final draw request.
- **Contractors** hired by Recipient or Subrecipient for awards that exceed the per-project threshold.
- **Subcontractors** hired by covered contractors (report through contractors).

Labor Hour Priorities:

Section 3 requires that HUD-funded award subrecipients, contractors, and subcontractors fulfill the following obligations for outreach, employment, training, and labor hours (§75.19 Requirements, §75.25 Reporting, §75.27 Contract provisions, §75.31 Recordkeeping (b)(1)):

- Inform area low-income residents and businesses about project-related training and employment opportunities. (§75.25 Reporting (b) Outreach, training, apprenticeship).
- Advise area residents what HUD Section 3 workers are and how the project grants them priority for employment opportunities.
- Train Section 3 workers. (§75.19 (a)). Employers must give priority for training opportunities to residents of the metropolitan area where the project happens if applicants meet the employer's (and Federal) requirements as adequately as non-Section 3 workers do.
- Use priorities in hiring process (§75.19, §75.5). Section 3 workers living in the service area or neighborhood of the project are to get hiring priority. See "Service area", §75.5 definition. Participants in HUD Youthbuild programs (Youthbuild.org) are also priorities for hiring. *** Note Oklahoma City does not presently have any Youthbuild programs.*
- Satisfy HUD's "benchmarks for training and employment," §75.23 Section 3 safe harbor.

Benchmarks for employment and training:

HUD's "benchmarks" for Section 3 labor hours combine those of direct hires and workers hired by subcontractors (§75.25 Reporting).

Reporting metrics:

In 2022, HUD set the benchmark for Section 3 workers at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. HUD set the benchmark for Targeted Section 3 workers at 5 percent or more of the total number of labor hours worked by all workers on the Section 3 project (§75.23 (b)).

Note: Nothing in 24 CFR 75 requires employment of a Section 3 resident who does not meet the minimum qualifications for a position or job. (Definition of Section 3 worker, §75.5)

Obligations for Contracting with Section 3 Businesses:

The 2020 Final Rule includes no numerical goals for businesses. However, contracting with Section 3 businesses can help your project acquire Section 3 labor hours. Section 3-covered award funding recipients must fulfill the following obligations when they contract with other businesses to do work on the project (24 CFR 75.19 (b)):

- Include Section 3 requirements in all subcontracts and solicitations (§75.27).
- "To greatest extent feasible" make contracts with Section 3 business concerns (§75.5).
- Give contracting priority to Section 3 businesses that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the project is located, or Section 3 businesses that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project or to participants of Youthbuild programs (see definitions, §75.5).

Contracting to expedite Section 3 hiring (24 CFR §75.19 (b)):

- To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, funding recipients shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that **provide economic opportunities to Section 3 workers residing within the metropolitan area in which the project is located.**
- Where feasible, priority for contracting opportunities described above should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area (new definition) or the neighborhood of the project.

Note: Nothing in 24 CFR 75 requires subrecipients, contractors, or subcontractors to engage an unqualified business. Federal procurement rules requiring ability to complete a contract still apply.

SCHEDULE "D"
NON-DISCRIMINATION STATEMENT

As a subrecipient of the CITY, and a recipient of federal funding, Alpha Community Foundation must execute and post this statement in a conspicuous place available to employees and applicants for employment.

Alpha Community Foundation agrees, in connection with performing work under agreement(s)/contract(s) with the CITY or its public trusts:

That Alpha Community Foundation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, or disability as defined by the Americans with Disabilities Act of 1990, §3(2). The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sexual orientation, gender identity 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.

Alpha Community Foundation will, in all solicitations or advertisements for employees placed by or on behalf of the ALPHA COMMUNITY FOUNDATION, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sexual orientation, gender identity or national origin.

Alpha Community Foundation agrees to include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).

In the event of Alpha Community Foundation's non-compliance with the above non-discrimination clause, this agreement may be canceled or terminated by the City. The contractor may be declared by the City and or its Trusts ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

Oklahoma City Municipal Code Chapter 25, Section 25-41.
Federal Executive Order 11246

Alpha Community Foundation

By: George Williams

SCHEDULE "E"
CONFLICTS OF INTEREST

Subrecipient shall identify/describe any known potential conflict of interest in the space below or check the box below to certify that there are none:



None Identified

Alpha Community Foundation

By: george williams

SCHEDULE "F"
CERTIFICATION REGARDING LOBBYING

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, making any Federal grant, making any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying ," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Alpha Community Foundation

BY *George Williams*
Chairman, George Williams

DATE 9/26/2024

SCHEDULE "G"
ANNUAL GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION

Please initial next to each item as performed, sign and date the certification.

Initial

GW I acknowledge that Circulars A-87, A-102, and A-133 have been superseded by 2 CFR 200 (aka Super or Omni Circular)

GW I have read 2 CFR 200 in its entirety at least once.
Link to 2 CFR §200: https://ecfr.io/Title-02/cfr200_main

GW I have reviewed the 2 CFR Part 200, Appendix XI – Matrix of Compliance Requirements

GW I am familiar with all requirements of the City of Oklahoma City Grants Policies and Procedures Manual

GW I have complied with all of the provisions of grants within my purview on a timely basis, except when documented as such, using normal City procedures.

List of Active Grants (attach additional sheets if necessary)

Grant Project Number

Grant Title

I certify the initialed statements above are correct to my knowledge.

George Williams - Chairman

Subrecipient's Name/Title

George Williams

Subrecipient's Signature

9/26/2024

(Date)

**SCHEDULE "H" APPENDIX II TO 2 CFR PART 200
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS**

Page 1 of 2 Pages

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by Alpha Community Foundation under this CDBG award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts over \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis Bacon provisions (previously referenced in section 6h of the Agreement) as applicable. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Copeland "Anti-Kickback" Act (40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity over \$100,000, that involve the employment of mechanics or laborers, must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work over the standard work week is permissible provided that the worker is compensated at not less than one and a half times the basic rate of pay for all hours worked over 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [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 the awarding agency.
8. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts over \$150,000 must contain a provision that requires the non-Federal award to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
10. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12. Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
13. Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Alpha Community Foundation Youth Services

BY: george williams

SCHEDULE 'I'
ALPHA COMMUNITY FOUNDATION YOUTH SHELTER PROJECT
DAVIS BACON WAGE DECISION

"General Decision Number: OK20240049 08/23/2024

Superseded General Decision Number: OK20230049

State: Oklahoma

Construction Type: Building

Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Oklahoma County in Oklahoma.

Modification Number Publication Date

0	01/05/2024
1	01/12/2024
2	07/05/2024
3	08/23/2024

BROK0005-004 06/01/2023

Rates Fringes

BRICKLAYER.....\$ 26.92 13.09

* CARP0216-002 01/01/2024

Rates Fringes

MILLWRIGHT.....\$ 32.75 11.91

* CARP0329-003 01/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.79	10.05

* ELEC1141-010 05/27/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 39.20	17.25%+6.00

* ELEC1141-030 05/27/2024

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 23.22	15.5%+6.00

ELEV0063-004 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.92	37.885+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, the Friday after
Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation
pay credit for employee who has worked in business more
than 5 years; 6% for less than 5 years' service.

* ENGI0627-023 06/01/2023

Rates Fringes

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 35.65	16.50
Group 2.....	\$ 33.80	16.50
Group 3.....	\$ 33.10	16.50
Group 4.....	\$ 31.95	16.50
Group10.....	\$ 25.45	16.50

POWER EQUIPMENT OPERATOR

*Effective first full pay period after June 1, 2021

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes including all Overhead crane types.

Cranes over 400 tons up to and including 500 tons add additional \$.75 per hour.

Cranes over 500 tons and up to and including 700 tons add an additional \$1.50 per hour.

Cranes over 700 tons shall add additional \$3.00 per hour.

All Tower Cranes

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity, including all Overhead cranes types.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity, including all Overhead cranes types.

Cranes Equipment (as rated by mfg.) 3 cu.yd. and over Guy derrick, Whirley, Power Driven Hole Digger (with 30' and longer mast) Excavator, Backhoe, Motor Patrol (Blade).

GROUP 4: Cranes with less than 50 ton capacity and Cranes (as rated by mfg.) less than 3cu. yd., including all Overhead Cranes types, Goldhofer/Modular Powered Trailer, Mobile Gantry System, Heavy Duty Mechanic, Welder Overhead Monorail Types Crane, Panel Board Batch, Plant Operator, Piledriver Engineer, Dragline, Clamshell Sideboom or similar type equipment, Gradall, Cherry Picker, Hosit (while operating 2 or more dums); All Hoist (while doing stack and chimney work) Power Driven Hole digger with less than 30' mast. VacuumTruck, Dozer, Loader or High Lift (Track Loader-not Skidsteer type) and Bulldozer.

GROUP 10: Truck Crane Oiler and Driver, Crane Oiler, permanent Building Type Elevator Operator, Oiler/

Assistant Engineers no Certification or less certification than any above group.

IRON0048-014 06/01/2021

	Rates	Fringes
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IRONWORKER (Ornamental and		
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Structural).....	\$ 29.00	16.20
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PLUM0344-006 07/01/2024

	Rates	Fringes
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PLUMBER (Excludes HVAC Pipe

Installation).....	\$ 40.00	15.71
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PLUM0344-019 07/01/2023

	Rates	Fringes
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HVAC MECHANIC (Installation

of HVAC Unit Only, Excludes

Installation of HVAC Pipe and

Duct).....	\$ 38.25	15.54
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PLUM0344-024 07/01/2024

	Rates	Fringes
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PIPEFITTER (Including HVAC

Pipe Installation).....	\$ 40.00	15.71
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* ROOF0143-001 07/01/2024

Rates Fringes

ROOFER.....\$ 26.30 10.34

SFOK0669-002 01/01/2024

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 36.54 25.72

SHEE0124-010 07/01/2021

Rates Fringes

SHEET METAL WORKER (HVAC Duct

Installation Only).....\$ 33.38 16.36

* SUOK2012-029 07/30/2012

Rates Fringes

CARPENTER (Acoustical Ceiling

Installation Only).....\$ 14.98 ** 0.00

CARPENTER, Excludes

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, and Metal

Stud Installation.....\$ 16.61 ** 3.00

CEMENT MASON/CONCRETE FINISHER...\$ 16.75 ** 0.00

DRYWALL FINISHER/TAPER.....\$ 13.74 ** 0.00

DRYWALL HANGER, Includes

Metal Stud Installation.....\$ 14.38 ** 0.00

ELECTRICIAN (Alarm

Installation).....\$ 20.97 5.22

FENCE ERECTOR.....\$ 14.00 ** 0.00

GLAZIER.....\$ 12.02 ** 2.42

IRONWORKER, REINFORCING.....\$ 17.11 ** 0.00

LABORER: Common or General.....\$ 11.70 ** 0.00

LABORER: Landscape.....\$ 13.75 ** 0.00

LABORER: Mason Tender - Brick...\$ 12.00 ** 0.00

LABORER: Mason Tender -

Cement/Concrete.....\$ 13.00 ** 1.91

LABORER: Pipelayer.....\$ 12.39 ** 0.00

LABORER: Plaster Tender.....\$ 11.00 ** 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 21.25 4.35

OPERATOR: Bulldozer.....\$ 20.64 2.35

OPERATOR: Forklift.....\$ 20.55 0.00

OPERATOR: Grader/Blade.....\$ 14.28 ** 1.70

OPERATOR: Loader (Front End)....\$ 16.18 ** 0.00

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....\$ 13.38 ** 1.54

PAINTER: Brush, Roller and
Spray, Excludes Drywall
Finishing/Taping.....\$ 12.42 ** 0.00

PLASTERER.....\$ 16.10 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....\$ 17.57 4.64

TRUCK DRIVER: Dump and
Flatbed Truck.....\$ 11.60 ** 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage

determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

=====

END OF GENERAL DECISION"

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esalwhd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A3(ii)(b)

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program if the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) Nopart of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24

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

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

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

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

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

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

Conformance with 2 CFR Part 200.332

The following information is included in this Agreement to conform to the requirements of 2 CFR 200.332:

ALPHA COMMUNITY FOUNDATION UEI: LXTFCL9W1X88

Federal Award Identification Number (FAIN): B-24-MC-40-0003

Federal Award Date: XXXX, 2024

Subaward period of performance and budget period: See Section 2 above;

Amount of Federal Funds Obligated by this Agreement: \$200,000

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This award is a grant for the rehabilitation of a building owned by Alpha Community Foundation, Garden Oaks Community Center, to offer adult programs in addition to youth programs offered at the Garden Oaks Community Center. The CDBG-eligible activity is rehabilitation of a Public Facility (24 CFR 570.201(c)); and the National Objective is Low-Moderate Income Area Benefit (LMA) (24 CFR 570.208 (a)(1)).

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: The Federal awarding agency is the HUD as defined in the above recitations. The CITY as defined above is the recipient agency providing the subaward to ALPHA COMMUNITY FOUNDATION. The contact information for the Mayor is:

The Hon. David Holt
Mayor of Oklahoma City
200 N Walker Ave., Third Floor
Oklahoma City, OK 73102;

Assistance Listing Number (aka CFDA): 14.218; Title: Community Development Block Grant.