

Title 440 - Conservation Programs Manual
Wetlands Reserve Program
Exhibit 514.84

Contract Number: _____
State: Indiana
County: _____

**WETLANDS RESERVE PROGRAM
RESTORATION COST-SHARE AGREEMENT
SPECIAL PROVISIONS**

1. Permits.

The participant will secure all needed local, state and federal permits prior to commencing restoration of the designated area.

2. Archaeological or Historic Sites.

If, during the construction of any restoration practice, a previously unidentified archaeological or historic site(s) is encountered, the participant shall discontinue work in the general area of the site(s) and notify the NRCS immediately.

3. Payment Related Matters.

(a) Payment will be made at cost-share rates specified in the contract for the actual amount or extent determined after work is performed. Payments will be based on actual cost not to exceed the average cost or specified maximum.

(b) Cost-share payments are based on the average cost or flat rate in effect at the time of starting the installation of a practice.

(c) Designation "AA" or "AM" following average cost in the cost-share rate column of the Plan/Schedule of Operations means that the practice or identifiable component is to be cost-shared on an actual basis not to exceed the average cost or actual cost basis not to exceed a specified maximum. This must be documented by acceptable itemized receipts, invoices, or cost statements.

(d) Designation "FR" in the average cost column and in the cost-share rate column along with a dollar amount means the cost-share payment per unit will be the dollar amount specified.

(e) Payments may be withheld, denied, or collected back where participants and affiliated persons, when applicable, violate Highly Erodible Land or Wetland Conservation Compliance provisions on this or affiliated units.

(f) Nothing in this contract will be construed as to limit or condition any right acquired

by the United States under any associated WRP easement.

3. Contract Supplement.

(a) It is further agreed that _____ is the participant who will carry out the practices and treatment for which cost-share payments will be made. Therefore, all cost-share payments for restoration practices shall be made by _____. Application for Payment shall be signed _____.

(b) It is further agreed that modification documents shall be signed in the name _____ by _____.

5. Time Schedule.

The cost-shared practice(s) must be installed in compliance with the schedule identified in the Plan/Schedule of Operations. Installation of a cost-shared practice must be started within 12 months of the contract approval date. All practices should be completed within 3 years of the signing of the contract.

6. Modifications.

Changes may be made in this contract through modifications that are agreed to by the participant(s) and the NRCS.

7. Termination.

NRCS retains the right to terminate this contract, in whole or in part, if at any time, the NRCS determines that certain practices or activities do not further the protection and enhancement objectives of the project, or that the participant has failed to comply with specified terms and conditions of this contract. Upon termination, the participant shall not incur any new obligations for the terminated portion of the contract after the effective date, and shall cancel as many outstanding obligations as possible. NRCS, however, shall allow full credit to the participant for the non-cancellable obligations properly incurred by the participant prior to termination.

8. Equal Opportunity.

The participant agrees to include in any single contractual agreement estimated to exceed \$10,000 the nonsegregated facilities provisions applicable to federally assigned construction contracts.

The participant agrees to comply with Executive Order 11246 and the nonsegregated facilities provisions with regard to employment of people specifically to assist the participant in construction work estimated to exceed \$10,000 to be installed in any 12-month period. The participant agrees to actively assist NRCS in obtaining from the contractor full compliance with the nonsegregated facilities provisions in any contractual arrangement

entered into by the participant. The NRCS is to furnish the participant all forms, posters, and instructions for compliance with Executive Order 11246 and the nonsegregated facilities provisions.

9. Nondiscrimination Statement.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (202) 720-5964.

10. Disputes and Appeals on Matters Other Than Contract Violations.

If an applicant or participant disagrees with a determination made by the local NRCS office, the applicant or participant must notify NRCS in writing of the nature, extent, and reasons for the disagreement.

An applicant or participant may appeal to the Chief regarding a State Conservationist's decision regarding a dispute. This appeal must be in writing setting forth the disagreement with the State conservationist's decision and must be made within 30 days of that decision.

11. Drug-Free Workplace Certification.

The completed attached "Certification Regarding Drug-Free Workplace Requirements (AD-1049 or AD-1050) is made a part of this contract.

12. Clean Air and Water Certification.

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

The participant agrees as follows:

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

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

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

13. Clean Air and Water Clause.

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

(a) The participant agrees as follows:

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

(1) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this subparagraph.

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

(3) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act, or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act of contained in a permit issued to a discharged by the EPA or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(5) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the EPA or an air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

15. Certification Regarding Lobbying (7CFR 3018).

(Applicable if this contract exceeds \$100,000)

(a) The participant certifies to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the participant, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the participant shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub- grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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