NYC Small Business Services

careers
businesses
neighborhoods

December 7, 2015

Dale Grant, CEO
DB Grant Associate, Inc.
1250 Broadway, Room 810
New York, NY 10001-3718

RE: Amendment to the 2nd Renewal of Brooklyn Workforce1 Career Ctr Svce Agrmnt
Revised maximum contract amount: $4,233,070.00
Contract No: 20151417776
Term: 01/01/15 - 12/31/15

On December 4, 2015, the Comptroller's Office registered the above contract amendment between the Department of Small Business Services (DSBS) and DB Grant Associate, Inc.

As a condition of this agreement, DB Grant Associate, Inc. shall maintain all insurance policies required in this contract and submit insurance renewal certificate(s) for such policies upon expiration. The certificate(s) shall name the City of New York as an additional insured policy holder. Payments will not be processed if the insurance policy has expired and if the Monthly Financial Report is not submitted. All requests for payment must include the SBS contract number listed above.

The Monthly Financial Reports and Requests for Payment must be mailed to:
Department of Small Business Services
110 William Street, 7th Floor
New York, NY 10038
Attention: Accounts Payable

Sincerely,

Daryl Williams
Agency Chief Contracting Officer

c: File
Julia Haslam
Jackie Mallon
Xenon Walcott
Jeanette Guzman
Norberto Serrano
File

THE FIRST AMENDMENT TO THE 2nd RENEWAL OF BROOKLYN WORKFORCE1 CAREER CENTER SERVICES AGREEMENT

between

THE NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and

D.B. GRANT ASSOCIATES, INC.

EPIN: 80111P0009003A009 CONTRACT NO. 20151417776

"CONEY ISLAND CENTER AMENDMENT"

This **First Amendment** ("First Amendment") **effective February 1, 2015** to the Brooklyn Workforce1 Career Center Services Agreement renewed for the second time pursuant to the terms of the Agreement effective January 1, 2015 (the "Agreement" or the "Contract") is made by and between the New York City Department of Small Business Services ("the Department" or "DSBS") and D.B. Grant Associates, Inc. ("Contractor").

WITNESSETH:

WHEREAS, DSBS and the Contractor have heretofore entered into the Agreement for the delivery of Jobseeker and Business Services (or "Services") offered at the Brooklyn Workforce1 Career Center; and

WHEREAS, the Agreement was renewed for the period of January 1, 2015 through December 31, 2015 (the "2d Renewal"); and

WHEREAS, pursuant to a Memorandum of Understanding (MOU) with the New York City Housing Recovery Office (HRO), DSBS has been allocated federal Community Development Block Grant (CDBG) Disaster Recovery funding to provide workforce services to individuals and in areas impacted by Superstorm Sandy, specifically in Coney Island, Brooklyn, at a Sandy Recovery Workforce1 Career Center in Coney Island (hereinafter "Coney Island Center");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, DSBS and the Contractor agree as follows:

I. SCOPE OF WORK

Part III, Exhibit A ("Scope of Work") is hereby amended to include the additional scope of services for a Coney Island Center set forth in Appendix 1 of this First Amendment attached hereto and incorporated herein.

II. OPERATING PLAN

Part III, Exhibit B, Annual Operating Plan is amended as set forth in Appendix 2 of this First Amendment attached hereto and incorporated herein.

III. PROGRAM BUDGET

Part III, Exhibit C, Program Budget is amended as set forth in Appendix 3 of this First Amendment attached hereto and incorporated herein.

IV. COMPENSATION

The total contract maximum amount of compensation set forth in Section 2.04 is amended to $4,233,070.

V. FEDERAL REQUIREMENTS

The funding for the Coney Island Center is Appendix 4 is being provided with CDBG-DR funds and the Contractor hereby agrees to comply with all applicable provisions listed in Appendix 3 of this First Amendment attached hereto and incorporated herein.

VI. LIQUIDATED DAMAGES

Liquidated damages in the amount $500.00 per metric may be assessed if Contractor substantially fails to meet the Project Accomplishments and each and any of the completion and matching rates set forth in the Training Metrics section of Appendix 2 Annual Operating Plan, provided that such failure was not caused by circumstances beyond Contractor's reasonable control and that a sufficient number of training opportunities were allotted by pre-approved participating third party apprenticeship programs. Such liquidated damages are hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and are not penalties against the Contractor and are in addition to all other remedies allowed under this Agreement or otherwise by law. Department retains the option to require Contractor to directly pay the Department, or to deduct from any payment due or to become due to Contractor, such amount as may be assessed for liquidated damages. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

VII. RATIFICATION OF AGREEMENT

Except as previously provided above, all terms, covenants, and conditions in the Agreement shall remain unchanged and in full force and effect and are ratified and confirmed in all respects. All recitations contained herein, and all exhibits and appendices attached hereto, are incorporated in the Agreement.

IN WITNESS WHEREOF, this First Amendment shall be effective as of the date first above written.

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

Andrew Schwartz
Deputy Commissioner

9/1/15
Date

D.B. GRANT ASSOCIATES, INC.

Name: Doug Cotter
Title:

August 27, 2015
Date

ACKNOWLEDGMENTS

FOR SBS:

State of New York)
) **SS.:**
County of New York)

On this 1st day of September, 2015, before me personally came **Andrew Schwartz**, to me known, and known to me to be the **Deputy Commissioner** of the **New York City Department of Small Business Services**, who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Notary Public

DARYL L. WILLIAMS
Commissioner of Deeds
City of New York No. 4-5304
Certificate Filed in New York County
Commission Expires ~~Nov. 30, 20~~ March 1, 2016

FOR CONTRACTOR:

State of)
) **SS.:**
County of)

On this 27th day of August, 2015, before me personally came Doug Cotter, to me known, and known to me to be the President of D.B. Grant Associates, Inc. who executed the foregoing agreement and who acknowledged to me the execution thereof for the purposes therein mentioned.

Notary Public

AUGUSTINA O. KUMAH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KU6244547
Qualified in Queens County
Commission Expires 07/11/2019

APPENDIX 1
SCOPE OF WORK

The purpose of the Coney Island Center is to provide outreach, sourcing, assessment, candidate development, connection to training, screening, pre-qualified referrals, job-readiness, and reengagement services to jobseekers qualified for a variety of entry-and-mid-level jobs developed by business development teams in the Coney Island Center and the Workforce1 system as a whole.

The Coney Island Center Program will also fund occupational training and pre-apprenticeship programs for residents of Sandy-impacted neighborhoods, enabling them to pursue skilled and semi-skilled employment, in many instances with vendors contracted by the Mayor's Office of Housing Recovery Operations (HRO) and on other New York City recovery and resiliency projects. HRO intends to deliver these services through the Coney Island Center. This Program will target residents of Sandy-impacted areas (as defined by HRO) who are low- to moderate-income, offering occupational training vouchers to eligible applicants.

This Scope of Work represents the fundamental services provided by a Workforce1 Career Center contractor, in accordance with federal, state, and local regulations and guidelines. Detailed expectations are defined by relevant policies that the Coney Island Center is expected to adhere to as stated in the Sandy Recovery Policy & Procedures Manual and the Workforce1 Operating Guide.

General Principles. The Contractor acknowledges and agrees that its performance of the Services herewith shall adhere to and reflect the general principles as required by DSBS and CDBG-DR funding.

Intake

- Customer greeting services
- Respond to customer inquiries in all formats
- Collection and data input of Customer Information Form

Center Facility

- Ample jobseeker resources, including a reception area, technology (kiosks, computer labs, printers, copiers), and meeting room
- Minimum weekly operating hours include:
    - Monday - Friday: 9:00AM – 5:00PM (excluding City-observed holidays)
- Suitability. Contractor warrants that any facility used for the provision of services funded in whole or in part through this Agreement, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, shall be maintained in a condition compliant with the Facilities standards described in the Department's Quality of Services Agreement.
- Provide sufficient security on-site for the center facility consistent with prevailing standards for similar centers and subject to DSBS approval.

- Signage. Upon request by the Department, and in accordance with the Department's branding guidelines, Contractor will prominently display signs inside and outside the facility used for the program indicating such information as the program name, the program activity and the days and hours of operation.

Introduction to Services

- In-person sessions to introduce and explain resources available to customers.
- Provision of information about non-discrimination, equal opportunity, and grievance procedures.

Assessment and Eligibility Determination

- Preliminary one-on-one assessment of a customer's skill levels, work experience, interests, job readiness, and supportive service's needs.
- Development of an Individual Employment Plan to assist jobseekers with navigating their experience at the center.
  Determine and verify CDBG-DR, WIA, WIOA, and other program eligibility, as applicable.

Jobseeker Services

- *Resource Room:* Consistently accessible computer lab providing, at a minimum:
  - Up to date Labor market and business information
  - Job postings
  - Communications equipment
  - Job search resources
  - Resume writing and interview preparation resources.

- *Pre-Employment Workshops*: On-site, regularly occurring short-term pre-employment services, including resume creation and interview skills preparation.

- *Career Advisement:* Individual career counseling and assistance with use of center resources.

- *Pre-Apprenticeship & other Training Opportunities:*
  - Conduct eligibility screenings, skills tests, and interviews for applicants.
  - Match applicants with an apprenticeship, pre-apprenticeship program, or other training programs.

- *Job Placement:*
  - Screening interviews and matching with available opportunities developed by the center or other centers within the Workforce1 system.
  - As appropriate, recruitment of qualified candidates through external sources to efficiently meet employer requirements.

- *Career Advancement:* Where appropriate, intensive career counseling and strategies for employed individuals seeking promotions or new employment.

- *Supportive Services*: Ensure availability of screening tools for benefits such as cash and food assistance and health insurance and provision of certain benefits such as transportation assistance as appropriate.

- *Language Access:* Provision of translation services and referral to Community based organizations for customers with limited English proficiency.

Employer Services

- Coordination with other Workforce1 Career Centers, NYC Business Solutions Centers, & HRO in employer relationship management.
- Adequate knowledge of all NYC Business Solutions services and referral to appropriate staff as needed.

Community Partners

- Development and maintenance of relationships with community-based organizations, faith-based organizations, public libraries, and other entities for the purposes of accepting referrals of candidates for job placement at the center.
- Development and maintenance of relationships with organizations for the purposes of referring customers for supportive services.

Priority of Service for Veterans

- In accordance with the Jobs for Veterans Act of 2002, Contractor shall provide veterans and eligible spouses with priority of service, which is defined as:
    - Veterans and eligible spouses receiving access to Services earlier in time than non-veterans and non-eligible spouses.
    - If Services are limited, veterans and eligible spouses receiving access to the Services instead of or before non-veterans and non-eligible spouses.

Compensation

Compensation for Coney Island Center services will be on a cost reimbursement basis on the following terms:

- The prime contractor will obtain from subcontractor Monthly Financial Reports (MFRs) and supporting detailed general ledger reports, as required by the DSBS Fiscal Policy Manual,.
- The MFR and supporting documentation must be submitted by the 8th business day of the month to allow for the invoice to be included in the prime contractor's MFR to DSBS.
- All purchases in excess of $250 must be supported by DSBS approval in accordance with requirements of the DSBS Fiscal Policy Manual and CDBG-DR funding guidelines.
- Reimbursement will be made for only those expenses approved for payment by DSBS.
- Backup documentation for costs being submitted in the MRF for HUD eligible reimbursement is required for any OTPS expenses.
- Upon final audit of the expenses by DSBS, any subcontract expenses which are disallowed will be billed back to the subcontractor for reimbursement to the prime contractor.

APPENDIX 2
Annual Operating Plan

For the purpose of performance management, Program Years are defined as:

- 3/1/15 – 12/31/15
- 1/1/16 – 12/31/16

PROGRAM OBJECTIVE AND DESCRIPTION

The destruction and impact of Hurricane Sandy continue to pose significant challenges for residents of impacted communities. The New York City Department of Small Business Services (SBS) and the Mayor's Office of Housing Recovery Operations (HRO) have developed a partnership, Sandy Recovery Workforce1, to support the Build it Back Program and other Hurricane Sandy rebuilding and resiliency efforts in coordination with the Workforce1 system. Through this partnership, Sandy Recovery Workforce1 will connect qualified residents to job opportunities generated as a result of rebuilding efforts.

The Sandy Recovery Workforce1 centers will deliver an economic improvement program with workforce development and supportive services tailored to the needs of Sandy-impacted neighborhoods that result in higher quality, full-time employment outcomes for the community by leveraging job opportunities available through the broader Workforce1 system, as well as those generated as part of the rebuilding effort. At least 51 percent of residents in the Center's service area will be low or moderate income persons as defined by HUD.

Employment services delivered through Sandy Recovery Workforce1 centers will include but are not limited to:

- Referrals to jobs (related to rebuilding and through broader Workforce1 system)
- Resume support
- Interview preparation
- Sector specific job preparation (information about the sector, common employer expectations, etc.)
- Screening, assessment and referrals to occupational training for in-demand occupations

PROJECTED ACCOMPLISHMENTS: 500 persons

Training Metrics

The Sandy Recovery Program has allocated $1.4 million to training vouchers. DSBS estimates that this funding will be allocated to 100 pre-apprenticeship program training vouchers and 250 other occupational training vouchers; however, DSBS reserves the right to modify the allocation split according to market demand. Training enrollments (as defined by voucher awards) will be achieved collectively by the Coney Island Program resources at the Coney Island, Far Rockaway, and Staten Island South Shore Workforce1 Career Centers. Individually, the Centers will be responsible for:

- A 90% completion rate for pre-apprenticeship program enrollees;
- A 90% completion rate for "other training program" enrollees;
- An 80% matching rate for "other training program" graduates.

There are no Performance Based Payments (PBP) associated with achievement of Coney Island Workforce1 Career Center Hire or Training goals. However, as set forth in Part V, liquidated damages in the amount $500.00 may be assessed if Contractor substantially fails to meet each and any of the completion and matching rates set forth here, provided that such failure was not caused by circumstances beyond Contractor's reasonable control and that sufficient number of training opportunities were allotted by participating third party apprenticeship programs.

APPENDIX 3
PROGRAM BUDGET

The budget periods are defined as:

Contract Year	Fiscal Year	Period
CY1	FY15	2/1/15 – 6/30/15
	FY16	7/1/15 – 12/31/15
CY2	FY16	1/1/16 – 6/30/16
	FY17	7/1/16 – 12/31/16

The timeframe of 2/1/15 – 2/28/15 is covered in the budget without performance goals in order to accommodate program ramp-up.

The FY15 budget award is $258,070. Below is the budget for FY15 and the *projected* budgets for FY16 and FY17. Please be reminded that each budget must be split by Fiscal Year; Grant Associates must submit each budget 30 days before the budget period begins. The below budgets are projections based upon the availability of funds; they do not signify a formal commitment of funds to Grant Associates.

CI budget	CY1		CY2		Total
	FY15	FY16	FY16	FY17	
	258,070	$275,000	$275,000	275,000	*$ 1,083,070.00

*Projections based upon the availability of funds.

Payment will be 100% line item. There are no Performance Based Payments (PBP) associated with achievement of Coney Island Center Hire or Training goals.

Estimated Sandy Recovery Workforce1 Career Center Budget for CY1		(Coney Island)
Total Personnel Services Cost	**$**	**390,595.00**
Wages	*$*	*300,458.00*
Fringe (30%)	*$*	*90,137.00*
Total Other Than Personnel Services	**$**	**142,475.00**
Facility Rental	$	48,383.00
Build-out (signage, furniture)	$	1,454.00
Indirect Costs (10%)*	$	54,955.00
Fee for Profit (5%)	$	27,477.00
Other OTPS (phone, internet, utilities, supplies)	$	10,206.00
Total Sandy Recovery Workforce1 Center Annual Costs	***$***	***533,070.00***

***Indirect Costs** are in accordance to OMB Circular A-122 (2 CFR Part 230): "Indirect costs are those that have been incurred for common or join objectives and cannot be readily identified with a particular final cost objective…". SBS Contractors pool their Indirect Costs from all of their contracts. SBS fiscal policy allows for a maximum of 10% of the budget, excluding Contracted Cost, Fee For Profit, On-the-Job Training and Tuition Purchase, to be applied to the Indirect Cost line. This maximum allowance is significantly less than our Contractors' federally-approved Indirect Cost rate.

APPENDIX 4
FEDERAL REQUIREMENTS

I. 24 CFR Part 570 (HUD's regulations concerning Community Development Block Grants (CDBG)) including subpart K of such regulations, except:
   a. the Grantee's environmental responsibilities described in 24 CFR 570.604,
   b. the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52 and
   c. where waivers or alternative requirements are provided for in the HUD Notices;

II. The Disaster Relief Appropriations Act of 2013 (P.L. 113-2)

III. HUD Docket No. FR-56960-N-01

IV. Davis-Bacon and Related Acts (DBRA)

V. The Contract Work Hours and Safety Standards Act (CWHSSA)

VI. The Copeland (Anti-Kickback) Act

VII. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended

VIII. Section 104(d) of the Housing and Community Development Act of 1974, as amended

IX. Title VI of the Civil Rights Act of 1964 and as amended in 1988

X. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619)

XI. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303, Indian Civil Rights Act)

XII. Section 3, Housing and Urban Development Act of 1968

XIII. Architectural Barriers Act of 1968

XIV. Title IX of the Education Amendments Act of 1972

XV. Americans with Disabilities Act (Entitlement Community Development Block Grant grantees)

XVI. Section 504 of the Rehabilitation Act of 1973

XVII. Section 508 of the Rehabilitation Act of 1973

XVIII. Section 109 of Title I of the Housing and Community Development Act of 1974

XIX. Section 104(b)(2) of the Housing Community Development Act of 1974

XX. Age Discrimination Act of 1975

XXI. Title II of the Americans with Disabilities Act of 1990

XXII. Housing for Older Persons Act of 1995 (HOPA)

XXIII. 42 U.S.C. 3537c (Prohibition of Lump Sum Payments)

XXIV. 2 CFR Part 225 (Cost Principles for State, Local, and Indian Tribal Governments);

XXV. 24 CFR Part 1: Nondiscrimination in Federally Assisted Programs of HUD

XXVI. 24 CFR Part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance

XXVII. 24 CFR Part 5.105: Other Federal Requirements

XXVIII. 24 CFR Part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974

XXIX. 24 CFR Part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development

XXX. 24 CFR Part 35 (Lead Based Paint Rule)

XXXI. 24 CFR Part 42 (Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD-Assisted Programs)

XXXII. 24 CFR Part 50 (Protection and Enhancement of Environmental Quality)

XXXIII. 24 CFR Part 51 (Environmental Criteria and Standards)

XXXIV. 24 CFR Part 55 (Floodplain Management)

XXXV. 224 CFR Part 58 (Environmental Review Procedures for Entities Assuming the U.S. Department of Housing and Urban Development's Environmental Responsibilities)

XXXVI. 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments);

XXXVII. 24 CFR Part 91.225 (a)(1): Affirmatively Furthering Fair Housing

XXXVIII. 24 CFR Part 91.325 (a)(1): Affirmatively Furthering Fair Housing (State Community Development Block Grant grantees)

XXXIX. 24 CFR Part 91.325(b)(5): Compliance with Antidiscrimination laws

XL. 24 CFR Part 91.520: Performance Reports

XLI. 24 CFR Parts 100-125: Fair Housing

XLII. 24 CFR Part 135: Economic Opportunities for Low- and Very Low-Income Persons

XLIII. 24 CFR Part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance

XLIV. 29 CFR Part 1: Procedures for Predetermination of Wage Rates

XLV. 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

XLVI. 29 CFR Part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

XLVII. 29 CFR Part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts

XLVIII. 29 CFR Part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts

XLIX. 36 CFR Part 800 (Protection of Historic Properties)

L. 40 CFR Part 1500-1508 (Regulations for Implementing the National Environmental Policy Act)

LI. 49 CFR Part 24 (Uniform Relocation and Real Property Acquisition for Federal and Federally-Assisted Programs)

LII. URA Fixed Residential Moving Cost Schedule

LIII. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962 (State and Entitlement Community Development Block Grant grantees)

LIV. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962 (State and Entitlement Community Development Block Grant grantees)

LV. Executive Order 11246: EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin, September 25, 1965

LVI. Executive Order 11375: Amending Executive Order No. 11246, October 13, 1967

LVII. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978

LVIII. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994

LIX. Executive Order 12898: Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994

LX. Executive Order 13166: Improving Access To Services For Persons With Limited English Proficiency, August 11, 2000

LXI. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001

LXII. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004

LXIII. 24 Code of Federal Regulations Part 570.912: Nondiscrimination compliance; and

LXIV. All other applicable Federal, state and local laws, regulations, policies and Grantee guidelines, whether existing or to be established, governing the CDBG-DR funds provided under this Amendment, including Appendix 4A appended hereto and incorporated herein.

APPENDIX B

SUPPLEMENTAL CDBG CONDITIONS

APPENDIX B2

HURRICANE SANDY CDBG-DR CONDITIONS

APPENDIX B

NOTICE

THIS PACKAGE CONTAINS SUPPLEMENTARY GENERAL CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (P.L. 93-383) AS AMENDED. IT MUST BE ANNEXED TO ALL SUCH CONTRACTS, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

CONTENTS

ARTICLE 1	DEFINITIONS	4
ARTICLE 2	FEDERAL CONDITIONS	
	Title 1 of the Housing and Community Development Act	5
	Civil Rights Act	5
	Executive Order 11063	5
	Section 3 of the Housing & Urban Development Act of 1968	5
	Lead-Based Paint Poison Prevention Provisions	6
	Flood Disaster Protection Act	6
	Americans with Disabilities Act	6
	Historic Preservation Act	6
	Uniform Relocation & Real Property Acquisition Policies Act	7
	Uniform Administrative Requirements	7
	Program Income Provisions	7
	Religious Conditions	8
	Executive Order 11246	8
ARTICLE 3	ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION	
	Federal Labor Standards	10
	Davis-Bacon Wage Rate Requirements	10
	Contract Work Hours and Safe Standards Act	10
	Copeland Act	10
	Equal Employment Opportunity Compliance, (E.O. 11246)	10
ARTICLE 4	NONDISCRIMINATION	14
ARTICLE 5	RECORDS AND AUDITS	14
ARTICLE 6	UNEARNED PAYMENTS	15
ARTICLE 7	DISBURSEMENT RESTRICTIONS	15
ARTICLE 8	DOCUMENTATION OF COSTS	15
ARTICLE 9	BONDING	15
ARTICLE 10	ACCOUNTING SYSTEM	16
ARTICLE 11	COPYRIGHTS	16
ARTICLE 12	PATENTS	17
ARTICLE 13	SUBCONTRACTORS	17
ARTICLE 14	SUSPENSION AND TERMINATION	17
ARTICLE 15	REVERSION OF ASSETS	17

ARTICLE 16	SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS	18
ARTICLE 17	ENVIRONMENTAL PROTECTION	18
ARTICLE 18	ENERGY EFFICIENCY	19
ARTICLE 19	HATCH ACT; LOBBYING; CONFLICT OF INTEREST	19
ARTICLE 20	CONFLICTS; EXHIBITS; SUBCONTRACT PROVISIONS	19

EXHIBITS

FEDERAL EXHIBIT 1	NOTICE TO BIDDERS	20
FEDERAL EXHIBIT 2	FEDERAL LABOR STANDARDS PROVISIONS	

ARTICLE 1

DEFINITIONS

As used in this Contract:

(a) "Act" means Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

(b) "Agency" and/or "Recipient" means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) "City" means the City of New York.

(d) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(e) "Contractor" and/or "Subrecipient" means the entity or entities executing this Agreement, other than the Agency.

(f) "Grant" means Community Development Block Grant Program funds provided to the Contractor through the City of New York and by the Federal Department of Housing and Urban Development.

(g) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(h) "Program" means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(i) "Subcontractor" means any person, firm or corporation, other than employees of the Contractor, or another Subcontractor who is engaged by the Contractor to furnish labor or labor and materials at the site of the work performed under this agreement.

ARTICLE 2

FEDERAL CONDITIONS

This Agreement is subject to:

(a) Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor. In this regard, the Agency is under no obligation to make any payments to the Contractor, and shall not make any such payment, and the Contractor shall not commence performance, until:

(i) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and;

(ii) the Contractor has been notified of such instructions by the Agency. Furthermore, the Contractor and the City mutually agree that the Contractor shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor for any costs incurred in violation of this provision.

(b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.

(c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107 which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.

(d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this agreement. The provisions of this Article 2(d) shall be incorporated in and made a part of all subcontracts executed in connection with this agreement.

(e) Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448). Pursuant to 24 CFR § 135.38, the Contractor agrees to the following:

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. § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD'S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

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

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

(f) Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

(g) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.

(h) Consistent with 24 CFR § 570.614, the Contractor warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).

(i) The Historic Preservation Act of 1966 (P.L. 89-665; 16 U.S.C. §§ 470 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

(j) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24.

(k) Uniform Administrative Requirements.

(i) Subrecipients that are governmental entities, including those that are public agencies or authorities, shall comply with the following:

a. Federal Office of Management and Budget (OMB) circular A-87, Cost Principles for State, Local and Indian Tribal Governments;

b. Federal Office of Management and Budget (OMB) circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03);

c. The sections of 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, that are set forth in 24 CFR § 570.502(a).

(ii) Subrecipients, except those which are governmental entities, public agencies or authorities, shall comply with the following:

a. Federal Office of Management and Budget (OMB) circular A-122, Cost Principles Non-Profit Organizations;

b. In the event that the Contractor is an educational institution, Federal Office of Management and Budget (OMB) circular A-21, Cost Principles for Educational Institutions;

c. The sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, that are set forth in 24 CFR § 570.502(b). The provisions of 24 CFR Part 84 implement OMB circular A-110;

d. Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03).

e. Execution of a subrecipient agreement.

(iii) Contractors shall comply with the provisions of 24 CFR Part 85 and 48 CFR Part 31, as applicable.

(l) The Contractor agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor shall return such income to the City's Community Development Block Grant Program

unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

(m) If the Contractor is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Contractor agrees that in connection with services to be provided under this Agreement:

(i) it shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.

(ii) it shall not discriminate against any person applying for such public services on the basis of religion or religious belief and shall not limit such services or give preference to persons on the basis of religion or religious belief.

(iii) it shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

(iv) it shall not use CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under 24 CFR Part 570. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in 24 CFR Part 570. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property is subject to 24 CFR § 570.200(j)(5).

(n) Executive Order 11246, as amended, and the implementing regulations contained in 41 CFR Chapter 60, as amended, prohibit discrimination in employment due to race, color, religion, sex or national origin during the performance of all Federal or federally assisted contracts.

(i) During the performance of this Agreement the Contractor agrees as follows:

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

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted Construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Article 2(n) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(o) The Contractor agrees that if it enters a Construction subcontract as part of its Agreement with the City, and this Construction subcontract is for an amount more that $10,000, the notice found at FEDERAL EXHIBIT 1 of this Agreement must be included in that Construction subcontract.

ARTICLE 3 ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION

In the event that this Agreement involves Construction work, design for Construction or Construction services, all such work or services performed or administered by the Contractor shall be subject to the following requirements in addition to those set forth in Article 2.

(a) Federal Labor Standards: The Contractor will comply with the following:

(i) The Davis-Bacon Act (40 U.S.C. §§ 3141 *et seq.*): In Construction contracts involving an excess of $2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

(ii) Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 *et seq.*), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction Agreement costing in excess of $2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

(iii) The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.

(iv) The more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

(v) The provisions of Article 3(a) of this Agreement shall be included in all subcontracts for work in connection with this Agreement.

(b) Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of $10,000.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of $10,000.

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this Agreement resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
d. "Minority" includes:
   (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
   (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
   (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
   (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.

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

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

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period,

and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction work is performed.
   g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
   h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written

notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 4

NONDISCRIMINATION

(a) The Contractor shall not, in any Program or activity receiving funds under this Agreement, discriminate against any person on the grounds of race, color, national origin, religion, sex, age, or disability. The Contractor agrees to comply with provisions of 24 CFR Part 6, 8, and 146.

ARTICLE 5

RECORDS AND AUDITS

(a) Records shall be maintained in accordance with requirements prescribed by HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed.

(b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:

(i) Annual Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Annual Performance Report.

(ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased real property.

(c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

ARTICLE 6

UNEARNED PAYMENTS

Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor will be returned to the City. All interest on funds advanced to the Contractor will be returned to the City.

ARTICLE 7

DISBURSEMENT RESTRICTIONS

No money under this Agreement shall be disbursed by the Agency to any Contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR 58.

ARTICLE 8

DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Contract, shall be clearly identified and readily accessible.

ARTICLE 9

BONDING

The Agency must receive a statement from the Contractor's chief fiscal officer or their insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount and

manner consistent with the coverage deemed necessary by the City of New York for its own employees. If the bond is cancelled or coverage is substantially reduced, the Contractor shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor until it has received assurance that adequate coverage has subsequently been obtained.

ARTICLE 10

ACCOUNTING SYSTEM

The Contractor shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Contractor, other provisions of the Agreement notwithstanding.

ARTICLE 11

COPYRIGHTS

(a) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

(b) Any reports, documents, data, photographs, deliverables, and/or other materials, including software, produced pursuant to this Agreement ("Copyrightable Materials"), shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior permission of the City. The Department may grant the contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

(c) The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(d) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for materials that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the city upon execution of this Agreement.

(e) HUD reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, display, perform, distribute, or otherwise use, and to authorize others to use, for Federal or State government purposes, the copyright in any Copyrightable Materials developed under or the rights to which are purchased under this Agreement.

(f) If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use such work for City governmental purposes.

ARTICLE 12

PATENTS

The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement. In addition, any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

ARTICLE 13

SUBCONTRACTORS

(a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor. The Contractor shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor.

(b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor.

(c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor, and the Contractor shall remain responsible therefor.

ARTICLE 14

SUSPENSION AND TERMINATION

(a) Where the Contractor fails to perform the work satisfactorily as enumerated in the part of this Agreement known as the scope of work, the City may withhold payment, in addition to any other remedy provided for by this Agreement. Where there is failure to comply with the Agreement terms, the City reserves the right to terminate the Agreement. The City further reserves the right to terminate the Agreement for convenience.

(b) The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

(c) If this Agreement is between the City and a subrecipient, the City may suspend or terminate the Agreement if Subrecipient materially fails to comply with any terms of this Agreement, pursuant to 24 CFR § 85.43, and for convenience, pursuant to 24 CFR § 85.44.

ARTICLE 15

REVERSION OF ASSETS

(a) At the Contract's expiration, the Contractor shall transfer to the City all Community Development funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development funds.

(b) Any real property under the City's or the Contractor's control that was acquired in whole or in part with Community Development funds in excess of $25,000 will be used to meet the national objectives in Section 570.208 or disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Community Development funds for acquisition of, or improvements to, the property.

(c) Any real property under the City's control that was improved in whole or in part with Community Development funds in excess of $25,000 will be used to meet the national objectives in Section 570.208 for a period equal to the life of those improvements. The term shall be determined by the Office of Management and Budget's Office of Community Development. If the City decides to dispose of or change the use of that property so that it no longer continues to meet a national objective, the Program shall be reimbursed in the amount of the current replacement cost of those improvements, divided by the number of years of the life of the improvements, multiplied by the number of years that remain in the life of the improvements.

(d) Any real property under the Contractor's control that was improved in whole or in part with Community Development funds in excess of $25,000 will be used to meet the national objectives in Section 570.208 for a period of five years after the date of completion of those improvements or disposed in a manner which results in the Program being reimbursed in the amount of the current replacement cost of those improvements.

(e) Title to all equipment in excess of $150 purchased or leased pursuant to this Agreement with Community Development funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 16

SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

The Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

(a) Placing qualified small minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 17

ENVIRONMENTAL PROTECTION

For agreements, subcontracts, and subgrants of amounts in excess of $100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, *et seq.*) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive

Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act).

ARTICLE 18

ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

ARTICLE 19

HATCH ACT; LOBBYING; CONFLICT OF INTEREST

(a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(b) Lobbying: The Subrecipient agrees that no funds provided will be used by it or its subcontractors in violation of 24 CFR § 87.100.

(c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR §§ 84.42, 85.36, and 570.611.

ARTICLE 20

CONFLICTS; EXHIBITS; SUBCONTRACT PROVISIONS

If any provision in this Appendix B directly conflicts with any other provision in the Contract, the provision in Appendix B shall be controlling.

Federal Exhibits 1 and 2, are attached to, and made a part of this Appendix B.

Any subcontracts entered into pursuant to this Agreement shall incorporate the following City of New York provisions by reference, which shall be binding on every Subcontractor:

- Investigations;
- Executive Order 50; and
- Conflicts of Interest

FED. EXHIBIT 1

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CD FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF $10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction work in the covered area, are as follows:

Goals and Timetables for Minorities

Trade	Goal (percent)
Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steamfitters	12.2 to 13.5
Metal Lathers	24.6 to 25.6
Painters	28.6 to 26.0
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glazers	16.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.5
Boilermakers	13.0 to 15.5
All Other	16.4 to 17.5

Goals and Timetables for Women

From April 1, 1980 until the present	6.9

These goals are applicable to all the Contractor's Construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually

performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall made a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of $10,000 at any tier for Construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

HURRICANE SANDY CDBG-DR APPENDIX

NOTICE

THIS DOCUMENT CONTAINS CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS, ALONG WITH APPENDIX B, WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART BY CDBG-DR FUNDS APPROPRIATED PURSUANT TO THE DISASTER RELIEF APPROPRIATIONS ACT OF 2013 (P.L. 113-2). IT MUST BE ANNEXED TO ALL SUCH CONTRACTS ALONG WITH A LINK TO HUD DOCKET NO. FR056960-N-01 (MAR. 5, 2013) AND APPENDIX B, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

ARTICLE 1. DEFINITIONS

The definitions in Article 1 of Appendix B apply to this Hurricane Sandy CDBG-DR Appendix.

ARTICLE 2. ADMINISTRATIVE CAP

Pursuant to the Disaster Relief Appropriations Act of 2013 (P.L. 113-2) and Section VI(A)(10)(b) of HUD Docket No. FR056960-N-01, attached, a Subrecipient shall not be reimbursed for general administration costs that exceed five percent.

ARTICLE 3. FLOOD INSURANCE

Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR056960-N-01.

ARTICLE 4. CIVIL RIGHTS REQUIREMENTS

Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

ARTICLE 5. RELIGIOUS ORGANIZATIONS

In addition to the provisions in Article 2(m)(iv) of Appendix B, which cover a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, payment may be authorized for a portion of eligible rehabilitation or construction costs attributable to the non-religious use of a facility that is not used exclusively for religious purposes, pursuant to Section VI(A)(4)(c) of HUD Docket No. FR056960-N-01.

ARTICLE 6. QUARTERLY REPORTS

The reports required by Article (5)(b) of Appendix B shall be provided by the Contractor or Subrecipient to the City on a quarterly basis, pursuant to Section VI(A)(2)(e) of HUD Docket No. FR056960-N-01.

ARTICLE 7. CONSTRUCTION STANDARDS

The Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.

ARTICLE 8. PROGRAM INCOME

To the extent deemed necessary by the City, the Program Income provisions set forth in Article 2(1) of Appendix B may be waived and instead the City may apply the alternative program requirements set forth in Section VI(A)(17)(a)-(b) of Docket No. FR056960-N-01, which concern the definition of program income. In such event, the alternative requirements shall be set forth in the Subrecipient Agreement.

ARTICLE 9. PERFORMANCE REQUIREMENTS AND LIQUIDATED DAMAGES

Contractor and or Subrecipient shall be subject to the performance requirements and liquidated damages set forth in the Agreement.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5696-N-01]

Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy

Available On-line at
http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF