NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

THE CITY OF NEW YORK

DEPARTMENT OF DESIGN AND CONSTRUCTION

BUREAU OF INFRASTRUCTURE

PROGRAM ADMINISTRATION

REQUIREMENT CONTRACT NO.	HWEARC03
NAME OF CONSULTANT	Hazen & Sawyer, P.C./AKRF, Inc., J.V.
TASK ORDER NO.	54
FMS ID NO.	
REGISTRATION NUMBER	20121421936

SPECIFIC REQUIREMENTS FOR:

PROJECT ID. SANDRESM1

Environmental Review and Permitting Services for:

East Side Coastal Resiliency

Borough of Manhattan

I. DESCRIPTION OF PROJECT

A. INTENT

It is the intent of this Task Order to solicit the services of the Consultant to prepare the Environmental Review and Permitting services for:

Project ID. SANDRESM1

ENVIRONMENTAL REVIEW AND PERMITTING SERVICES FOR
EAST SIDE COASTAL RESILIENCY

BOROUGH OF MANHATTAN

B. OBJECTIVES

The purpose of this Project is build upon the Rebuild by Design-sponsored winning proposal "The Big U" (http://wwwrebuildbydesign.org/project/big-team-final-proposal/) and coastal protection initiative identified in "A Stronger, More Resilient New York" (http://www.nyc.gov/html/sirr/html/report/report.shtml).

The Project will involve funding from U.S. Department of Housing and Urban Development (HUD), National Environmental Policy Act (NEPA) review is required in addition to State Environmental Quality Review Act (SEQRA)/City Environmental Quality Review (CEQR) compliance as well as any necessary Uniform Land Use Review Procedure (ULURP) actions and permitting processes.

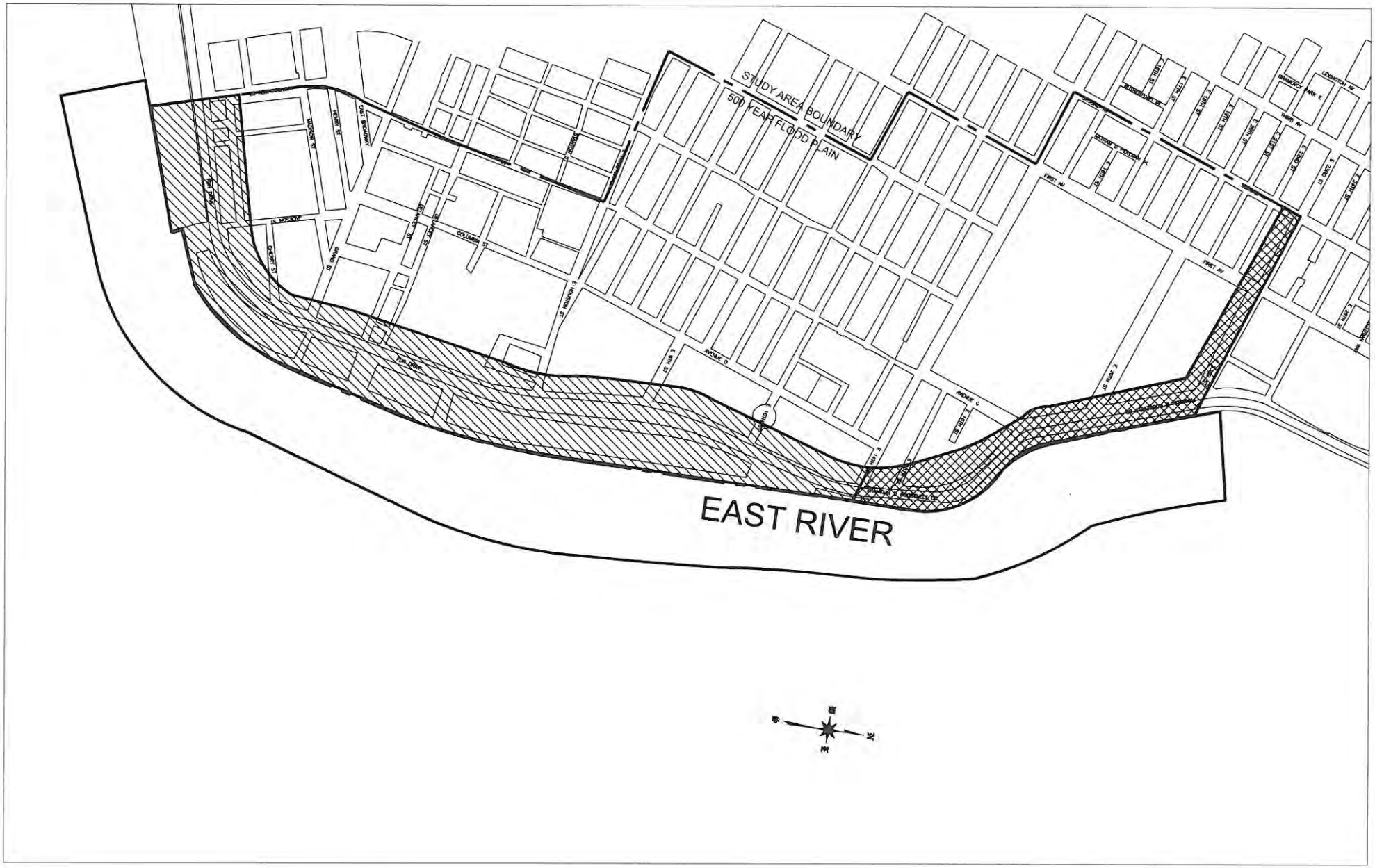
The Consultant shall provide the environmental review and permitting services as fully described in "Section II – Services to Be Performed by the Consultant." The Consultant shall prepare an Environmental Impact Statement (EIS) and any studies as applicable to satisfy NEPA and SEQRA/CEQR requirements, ULURP application and required permits for the Federal, State and Local approvals to implement the Project.

Study Area – The study area is generally bounded by 23rd Street to the North, the 2050 500-year-flood plain to the West (as generally defined by 2nd Avenue from 23rd Street to 14th Street, 1st Avenue from 14th Street to 9th Street, Avenue A from 9th Street to East Houston, and Pitt Street/Montgomery Street south of East Houston), Montgomery Street to the South, and the U.S. Pier-head line in the East River to the East.

Project Area One – Project Area One is generally bounded by 14th Street to the North, the west side of the Franklin D. Roosevelt East River Drive, Montgomery Street to the South, and the U.S. Pier-head line in the East River to the East.

Project Area Two – Project Area Two is generally bounded by 23rd Street to the North, the west side of the Franklin D. Roosevelt East River Drive, 14th Street to the South, and the U.S. Pier-head line in the East River to the East.

See Figure 1 – Study Area and Project Areas on the following pages.


STUDY AREA BOUNDARY
500 YEAR FLOOD PLAIN
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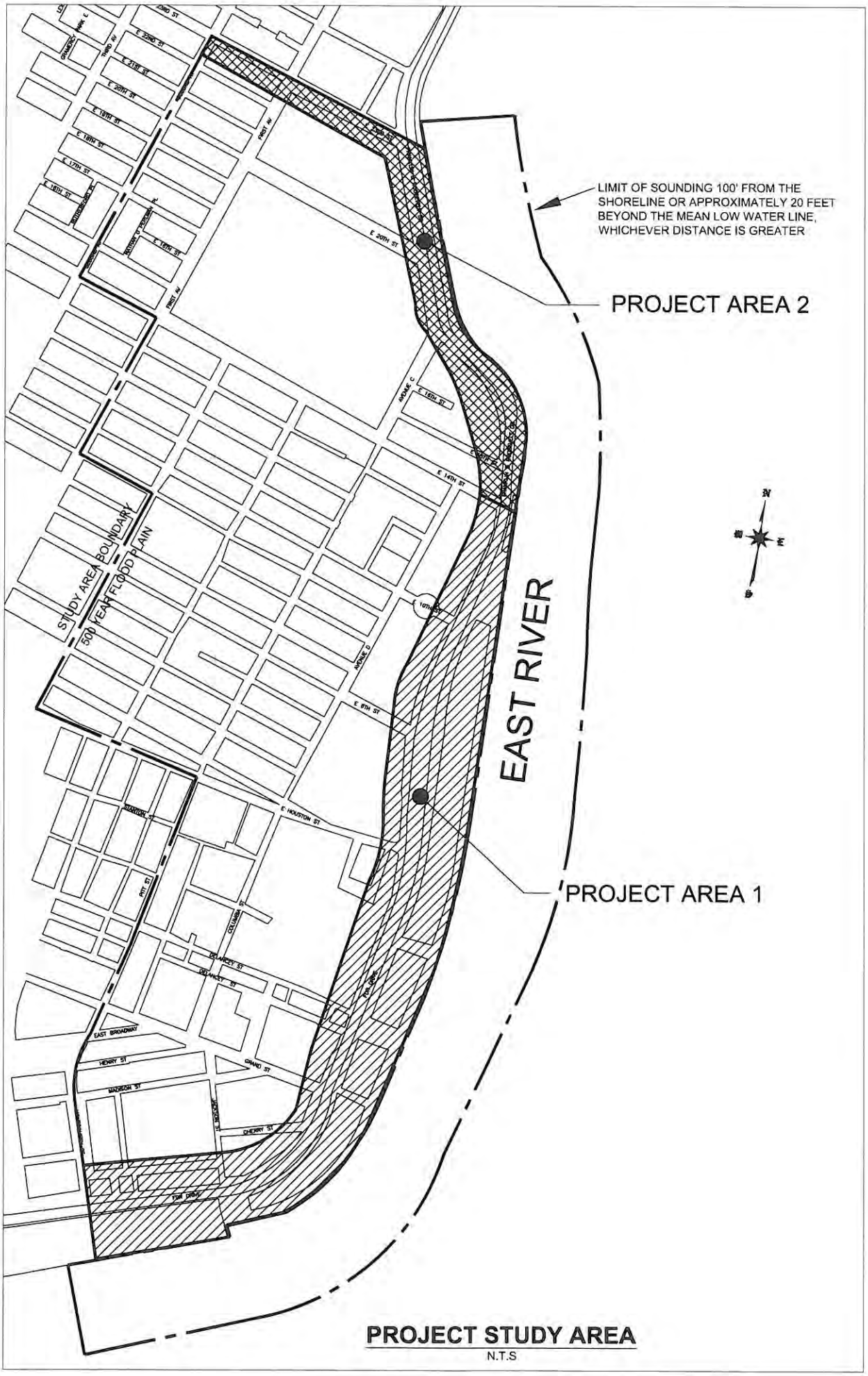

PROJECT STUDY AREA

N.T.S

C. BACKGROUGH INFORMATION

The following is a list of records, documents, and reports submitted to the Consultant:

- Feasibility Study Request for Proposal
- Federal Register Notice
- Project Limits
- Design Assumptions
- HUD Rider

II. SERVICES TO BE PERFORMED BY THE CONSULTANT

Consultant shall perform the following services:

SCOPE OF WORK

TASK A. WORK PLAN, SCOPING AND NEPA/SEQR/CEQR COORDINATION

A1: STRATEGY PLANNING

It is assumed for the purposes of this scope of work that the Consultant's "Project Team" involved in the review of all documents will be comprised of a Lead Agency/ Responsible Entity (RE),which is expected to be the City's Office of Management and Budget (OMB) with a project team that includes New York City Department of Design and Construction (DDC), the Mayor's Office of Recovery and Resiliency (ORR), the Department of Parks & Recreation (DPR), and other City agencies (e.g., New York City Department of Transportation [NYCDOT]) as needed during the Environmental Impact Statement (EIS) preparation process. This task will include a project kick-off and coordination activities with the Lead Agency/RE and Project Team through scoping.

TASK A2: DEVELOP AND MAINTAIN WORKPLAN

As part of the project initiation we will develop a draft workplan that will be presented to the Lead Agency/RE and the Project Team for review and then amended as necessary into the final workplan. The workplan will be developed in Microsoft Scheduler and serve as the master schedule through the completion of the task order. It will also be coordinated with the OMB Action Plan submitted to HUD. The workplan will identify all the critical path items, major milestones and deliverables, and key regulatory dates in the environmental review and permitting processes.

TASK A3: ENVIRONMENTAL REVIEW AND PERMITTING OUTREACH PLAN

This task will cover the procedural outreach requirements of NEPA, CEQR, ULURP and permitting including:

- Public scoping hearing;
- DEIS public hearing;
- ULURP public hearings (as necessary);
- Permit hearings (as necessary); and
- Distribution of materials, public transcripts, and official correspondence and records.

To ensure continuity in the process, the public outreach plan will include a comprehensive list of agencies, political representatives, stakeholder groups, and individuals that will be active during the process. It is assumed in this task order that the key contacts and stakeholder groups will have been previously identified in the feasibility study and this information will be utilized under this task as well. In addition to the required procedural hearings listed above, this process may also involve small group meetings with key individuals and groups, briefings and updates with the Community Board and political representatives, and translation services. The plan will also identify provide an environmental review schedule that conforms with EIS procedures and permitting requirements. It will also identify the requirements of each hearing (e.g., presentations, public advertisements, and stenographers), any handouts or fact sheets, boards, PowerPoint presentations, and a management plan for the receipt and organization of written comments that are submitted to the Lead Agency/RE.

TASK A.4: NOTICE OF INTENT

The environmental review process begins with the publication of a Notice of Intent (NOI) to prepare an EIS which is published in the Federal Register. As described in 40 CFR 1508.22, at a minimum an NOI should identify the proposed action, possible alternatives, and the public scoping process, including where and when a scoping hearing is proposed. The Consultant will assist the Lead Agency/RE in developing and publishing the Notice of Intent.

TASK A.5: DEFINE PROJECT LIMITS/PURPOSE AND NEED/ANALYSIS YEAR(S)

DEFINE PROJECT LIMITS

One of the first steps in the NEPA analysis is the definition of the limits of the project site, the alignment, and the surrounding study area (s). It is assumed for this scope that the project site is defined as extending along the East River from East 23rd Street on the north to Montgomery Street on the South. It will also extend inland along 23rd Street to about 1st Avenue and along Montgomery Street to just east of the FDR.

HUD NEPA implementing regulations provide for an analysis format called project aggregation, which mandates that the agency responsible for environmental review "must group together and evaluate as a single project all individual activities which are related either on a geographical or functional basis, or are logical parts of a composite of contemplated actions" (24CFR 58.32(a)). This approach is designed to "adequately address under one environmental review separate and combined impacts of similar connected and closely related, dependent activities; to allow consideration of reasonable alternative courses of action; to schedule activities to resolve conflict or mitigate individual, combined and cumulative effects; and to prescribe mitigation measures and safeguards."

Based on the above, it is possible that HUD may require the City to evaluate in some manner all three component segments of the BIG U proposal, recognizing that this is the first phase. Consultation with HUD at the start of the project will therefore be vital to determining the approach to defining the project limits before the EIS process scoping and analyses can begin.

DESCRIBE PURPOSE AND NEED

The purpose and need for the proposed action is a foundation step in NEPA and must be completed early in the process. A clear, well-supported, purpose and need statement explains to the public and decision-makers that the expenditure of funds is necessary and a priority with a substantial public benefit. In addition, although significant environmental impacts may be expected, the purpose and need will justify why impacts are acceptable given the project's goals and objectives. Finally, the purpose and need drives

the alternatives design, in-depth analysis of alternatives, and the ultimate selection of a preferred alternative.

DETERMINE ANALYSIS YEARS AND PHASING

A NEPA EIS typically considers both the short-term (construction) and long-term (operational) impacts of the proposed action and its alternatives. The short-term (construction) analysis will be undertaken for the period during which construction occurs. Since the proposed action is large-scale and comprised of multiple segments, defining the analysis years will involve determining phases, near term construction completion dates, and long term completion dates.

TASK A.6: PREPARE PRELIMINARY DRAFT SCOPING DOCUMENT/DEVELOP METHODOLOGIES FOR EIS IMPACTS ASSESSMENTS

Scoping is an important early step in the NEPA process. It introduces the public to the project, including its purpose and need, goals and objectives, alternatives to be considered, the framework of analysis for the EIS, and the public involvement and agency coordination plan. A preliminary draft scoping document will be prepared that will use text and graphics to describe the proposed action and its alternatives (including identifying the preferred alternative) construction implementation, purpose and need, the discretionary approvals that are necessary, the analysis year (or years) and the EIS and permit approval process. Each technical area of environmental impact analysis will also be described as will the methods to be used in the environmental impact assessments. Technical descriptions of impact analysis approaches will be presented and graphics will be used as necessary to define study areas and monitoring/analysis sites. Once the preliminary draft scope is completed, it will be submitted to the lead Agency/RE and Project Team for review. It is expected that the following environmental tasks will be screened out and will not have technical issues that need to be addressed in the scope:

- Shadows
- Energy
- Air Quality
- Public Health
- Solid Waste and Sanitation Services
- Greenhouse Gas Emissions

TASK A.7: PROJECT TEAM COMMENTS ON DRAFT SCOPING DOCUMENT

This task will cover the review and incorporation of Lead Agency/RE and Project Team comments on the preliminary draft scoping document through the completion of a draft scoping document for public review.

TASK A.8: FINALIZE AND DISTRIBUTE DRAFT SCOPING DOCUMENT

After acceptance of the draft scoping document, it will be available for public review. Distribution of the draft is expected to include the mailing of hard copies to many individuals, agencies, stakeholders, libraries, community boards, political representatives, and posting of the draft scoping document on the Lead Agency/RE website and other City Websites as appropriate. Once distributed, the draft scope of work will then be the subject to public review and comment (see below).

TASK A.9: PUBLIC HEARING ON DRAFT SCOPING DOCUMENT

Once the draft scoping document has been released it will be subject to public review and comment inclusive of spoken and written comments submitted at the public hearing. The Lead Agency/RE will hold a public scoping hearing to accept comments on the draft scope and will also accept written comments for a period at least 15 days after the scoping hearing. Involved, interested, and expert agencies will be invited to attend and comment on the scope, as well as representatives of the Manhattan Borough President's office, the Manhattan Community Boards, the City Council, and the general public and stakeholders.

TASKA.10: COMPILATION OF COMMENTS ON THE DRAFT SCOPING DOCUMENT

This task will involve the assembling of all the spoken and written comments and the grouping of the comments by EIS technical area. Also, where individual comments are similar in nature, they will be combined for the purposes of developing responses.

TASK A.11: PREPARATION OF RESPONSES TO COMMENTS ON THE DRAFT SCOPING DOCUMENT

Once all the comments on the scope of work have been compiled, the Consultant will review the comments and prepare a response to comments document that will address each comment. That response to comments will be appended to the scoping document.

TASK A.12: PREPARE DRAFT FINAL SCOPING DOCUMENT

A final draft scoping document will be prepared that will include the response to comments attachment. The scoping document will also be revised, as necessary, to address comments (e.g., requests for additional methodologies, expanded study areas), where appropriate. The Consultant will submit the draft final draft scoping document to the Lead Agency/RE and the Project Team for review.

TASK A.13: FINALIZE AND DISTRIBUTE FINAL SCOPING DOCUMENT

After acceptance of the final scoping document by the Project Team, it will be available for public review. Distribution of the final scoping document will include the mailing of hard copies to various individuals, agencies, and stakeholders and posting of the final scoping document on City websites. The final scope of work will then serve as the basis for the preparation of the EIS.

TASK B: ALTERNATIVE ASSESSMENTS

TASK B.1: STRATEGY PLANNING

The EIS must demonstrate a multi-step approach to alternatives development and screening was performed. This task will cover the initial kickoff with the Project Team and the development of alternatives and establishing the process for developing the alternatives to be presented in the EIS.

TASK B.2: DEVELOP PRELIMINARY ALTERNATIVES

NEPA requires that the Lead Agency/RE evaluate all reasonable alternatives that would implement the proposed action, including a No Action Alternative, and document all the alternatives that have been eliminated from further study. As defined by NEPA, reasonable alternatives are generally understood to mean those technically and economically feasible alternatives that would satisfy the primary objectives of

the proposed action as defined in its statement of purpose and need. Factors to be included in the alternative development process will include, for example, berm design, alignment, structural types, deployable segments, structural solutions, new technologies, property acquisition, and project phasing. It is expected that up to eight (8) alternatives may be considered in the preliminary evaluation.

TASK B.3: DATA COLLECTION FOR ALTERNATIVES ASSESSMENT

This task will cover any site or alternative design data collection that will be necessary to inform the development of the alternatives. This may include design data as well as project area data. It may also include research of alternatives that may have been used in other communities.

TASK B.4: PRELIIMINARY SCREENING OF ALTERNATIVES

The preliminary alternatives will be screened for further consideration. The reasonableness of an alternative will be determined based on its potential to meet four categories using a "pass" or "fail" determination typical screening categories are:

- Consistency with the purpose and need and objectives of the proposed action;
- Constructability including difficulty and duration of construction, and the ability to maintain adequate traffic flow during construction;
- Estimated construction cost.

An alternative will be considered reasonable if it satisfies all categories under consideration.

It is also expected that the basis of design for the preliminary screening review and selection of alternatives will be derived from the feasibility study.

TASK B.5: FINAL SCREENING OF THE ALTERNATIVES

The screening of the alternatives will result in the alternatives that will be presented in the Draft Scoping Document and ultimately the EIS. Agencies and the public will have an opportunity to comment on this screening process and the selection of the alternatives as part of the scoping and DEIS comment periods after which the Lead Agency/RE will consider the comments and eliminate or refine certain alternatives. The Lead Agency/RE will then prepare a final screening of the remaining alternatives resulting in the final recommendation of alternatives to be presented in the Final Scoping Document and evaluated in the DEIS.

The evaluation of alternatives in the EIS will focus on the relative benefits and impacts of each alternative and the analyses conducted in the EIS phase will allow for a comparison of the alternatives based on social, economic, and environmental considerations. The EIS will present a preferred alternative which is recommended for implementation, subject to public review. In identifying the preferred alternative, the Lead Agency/RE will consider the social, economic, and environmental benefits and impacts identified in the EIS as well as public input received during the EIS review.

This task will cover the work in developing that final screening of alternatives and review with the Lead Agency/RE and Project Team. It is expected that the basis of design in the review and selection of alternatives will be the feasibility study and that there will be no more than four (4) alternatives analyzed in the EIS, one of which will be the preferred alternative.

TASK B.6: EIS PROJECT DESCRIPTION

This first chapter of the EIS is the Project Description. It therefore introduces the reader to the proposed action and the alternatives which establish the basis for the impact analyses. The chapter will include a project identification (brief description and location of the project), state the public goals, purpose and need; the background and/or history of the proposal including a description of the Rebuild by Design process and the BIG U design in its entirety; key planning considerations that have shaped the proposal; a detailed description of the proposed action, the alternative process, the selection of the preferred alternative and other alternatives under consideration in the EIS; operation and maintenance cost and obligations; and a discussion of the approvals required, procedures to be followed, and the role of the EIS in the process. This chapter is the key to understanding the proposed action and its impacts, and gives the public and decision-makers a base from which to evaluate impacts against both Build and No Build options.

The project description will include a discussion of key elements of the alternatives with the full range of plans, elevations, and the basis of the design. The section on required approvals will identify all public actions required to implement the proposed action, including public funding, permits, and, if relevant, the Uniform Land Use Review Procedure (ULURP) actions. The role, if any, of other public agencies, including State and federal agencies, in the approval process will also be described. The role of the EIS as a full disclosure document to aid in decision-making will be identified and its relationship to other approval procedures will be presented.

It is assumed for the purposes of this scope of work that the graphics depicting the alternatives will come from the feasibility study.

TASK C. ENVIRONMENTAL IMPACT STATEMENT PREPARATION AND PROCESS

TASK C1: STRATEGY PLANNING

The first step in the process is strategy planning, which is a coordination task between the Lead Agency/RE, the Project Team, and the consulting team. This task will therefore cover the initial EIS preparation kickoff with the Project Team and developing the scheduling and process for the subsequent coordination in developing the DEIS, the FEIS, and subsequent NEPA process and coordination requirements. It also includes coordination of all technical analyses and preparation of the documents; coordination with consultant team, design engineers, and other members of the Project Team through the design phases. This task will also cover project planning with strategies and approaches for the environmental review process and project planning and scheduling of tasks relevant to the environmental review process, coordination with the design team, and presentations to the Project Team and the involved and interested agencies. It is also assumed that there would be ongoing communication and coordination with the Project Team under this subtask.

TASK C2: LAND USE, ZONING, AND PUBLIC POLICY

This analysis will examine the potential effects of the proposed action and its alternatives on land use and zoning compatibility and public policy initiatives. The assessment will provide a baseline of site conditions for other analyses in the EIS and will include a detailed description of the project area and the alignment, the study area, the structures, and current land use conditions. It will also describe the current zoning and describe land use and zoning conditions in the study area and within 1/2 mile of the study area. We will provide both land use and zoning maps showing these conditions in the two study areas. Based on the City's zoning map, we will develop a discussion of the existing zoning and any proposed zoning actions in the study area. We will also prepare a list of other projects expected to be built in the study area through the No Build year (i.e., other development activities in the future without the proposed

action) and describe the effects of these projects on land use patterns and development trends. Also, this attachment will describe pending zoning actions or other public policy actions that could affect land use patterns and trends in the study area. This assessment will be made based on the potential impacts of the alternatives on development and land use and land use trends, zoning, and public policy. This analysis will consider the effects related to issues of compatibility with surrounding land use, consistency with zoning and other public policy initiatives, and the effect of the proposed action on development trends and conditions in the area.

The project area is located within the boundaries of the City's coastal zone. Actions subject to CEQR that are within the designated boundaries of the Coastal Zone must be assessed for their consistency with the City's Local Waterfront Revitalization Program (LWRP). Adopted under the federal Coastal Zone Management Act of 1972, the LWRP is administered by City Planning Commission acting as City Coastal Commission. Currently the City has developed a 10-policy program that is used for projects that require City actions only. It is intended that this analysis will be used to support the Federal and State permits necessary for the project. This task will also include completion of the City's Coastal Assessment Form (CAF) as well.

APPROACH AND METHODOLOGY

A. Define the project area and study area and provide a brief development history.
B. Describe the existing major streets in the project area and study area (e.g., FDR, East 23rd Street, East 14th Street, Montgomery Street).
C. Map and describe predominant land use patterns in the study area, including a description of any recent development trends. These maps will also identify important community facilities.
D. Describe existing zoning and other public policies that apply to the study area.
E. Prepare a list of future projects in the study area and describe how these projects would affect land use patterns and development trends in the future without the project. Also identify pending zoning actions or other public policy actions that could affect land use patterns and trends in the study area, including plans for public improvements.
F. Assess impacts of the proposed improvements and widening on land use and land use trends, zoning, and public policy. Project impacts relate to issues of compatibility with surrounding land use, the consistency with zoning and other public policy, and the effect of the project on ongoing development trends and conditions in the area.
G. Describe any land acquisitions or easements and the ULURP process.
H. Evaluate the proposed project's consistency with Coastal Zone Management Plans and the City's WRP and completion of the CAF.

TASK C.3: SOCIOECONOMICS/COMMUNITY FACILITIES/ ENVIRONMENTAL JUSTICE

This analysis will examine the potential for the alternatives to directly or indirectly displace or impact residents and/or businesses, community facilities, and any socioeconomic concerns related to environmental justice. Therefore, this analysis, in coordination with the land use analysis, will look at uses along the proposed flood protection alignment in each of the alternatives and in the immediate area of the improvements to identify any land acquisitions or and/or changes in access to properties that may affect businesses or community facilities. The analysis will cover the land uses study area of 400 feet or ¼ mile along the project alignment, with adjustments for collecting population, housing and employment data as necessary.

APPROACH AND METHODOLOGY

A. Based on design data and in coordination with the land use task, identify any existing uses that may be affected by the proposed project and map and describe community facilities.

B. Assess the potential direct or indirect impacts on these properties, if any, and determine if there are any changes with the project that may inhibit their ability to provide services in their existing capacity.
C. Assess any impact of the proposed project with respect to environmental justice communities in accordance with Federal and State procedures.

TASK C.4: OPEN SPACE AND RECREATIONAL FACILITIES

This chapter will examine the potential impacts of the proposed project on open space, specifically East River Park, Stuyvesant Cove Park, and the East River bikeway/walkway. Based on the CEQR Technical Manual, an open space analysis is necessary if a proposed project could directly or indirectly impact open space. Direct impacts include a change or direct effects on public open space acreage or alterations of open space such that it may have different facilities and user populations. Indirect open space impacts include added noise, air, shadows, or increased user demands. This focus of this analysis will be the potential for the proposed project to significantly alter the existing open spaces in these parklands.

APPROACH AND METHODOLOGY

A. Describe in detail the character of the open space East River Park, Stuyvesant Cove Park and other parklands along the proposed alignment. The description will provide in detail using text and graphics the acres in each park, the landscaping, recreational facilities (including the bikeway/walkway), amenities, and supporting features. It will also describe in detail the users, time periods, and permits that are issued with respect to recreational use. This will be based on park field surveys and DPR permit data. It is expected that this work will involve several field surveys of park usage by season.
B. Describe any anticipated changes in open space in the future without the project.
C. Assess the potential for impacts on parkland based on the scale and type of improvement measures anticipated under each alternative. The analysis will be based on the CEQR Methodologies and will examine any affects in the usability of open space in the parkland, affects on recreational programming and users.

TASK C.6: HISTORIC AND CULTURAL RESOURCES

Historic and cultural resources include archaeologically sensitive areas, historic sites, and historic districts. The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) has determined that both the Williamsburg Bridge and the FDR Drive are eligible for listing on the State and National Registers of Historic Places. In addition, the Manhattan shoreline contains a number of other historic structures, and as the island has been expanded, fill material has been used to cover piers and other maritime structures. This task will therefore evaluate the proposed project's potential effects on archaeological and architectural resources. The evaluation will comply with Section 106 of the National Historic Preservation Act of 1966 and will rely on documentary studies and field investigations to provide the necessary documentation. It is expected that the study area for identifying existing and potential historic architectural resources will be the proposed alignment and the area within 400 feet of the alignment under each of the alternatives. The study area for the evaluation of potential archaeological resources will be any area of subsurface disturbance with the proposed project and its alternatives.

Since the proposed project would require federal permits and involves federal funding, the proposed project must also be assessed in accordance with Section 106, which mandates that federal agencies consider the effect of their actions on any properties listed on or determined eligible for listing on the National Register of Historic Places and afford the federal Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The lead federal agency, in

consultation with the State Historic Preservation Office (SHPO) and appropriate consulting parties, must determine whether a proposed project would have any adverse effects on the characteristics of a historic resource that qualify it for the National Register. If historic and cultural resources that may be affected are identified, the potential effect of the proposed project on each resource must be evaluated by applying the Advisory Council's Criteria of Adverse Effect (36 CFR § 800.5(a)(1)). If the analysis indicates that the proposed project may have an adverse effect, SHPO and any consulting parties are consulted to seek agreement on ways to avoid, minimize, or mitigate adverse effects. The Advisory Council must be invited to participate when the federal agency sponsoring the project wants the Council's involvement and when the project would have an adverse effect on a National Historic Landmark.

APPROACH AND METHODOLOGY

A. We will prepare a letter for review by the Landmarks Preservation Commission (LPC) and OPRHP, acting in its capacity as the SHPO, that will identify the areas to be disturbed as part of the proposed project for the purposes of obtaining their determination as to any potential archaeological sensitivity on these sites. If needed, a Phase 1A archaeological resources study will be prepared and summarized in the EIS.
B. Describe the general development history of the project area.
C. Identify any designated architectural resources (National Historic Landmarks, properties or districts listed on the State/National Registers of Historic Places or determined eligible for such listing and New York City Landmarks and Historic Districts or properties determined eligible for such designation).
D. Conduct a field survey of the project area by an architectural historian to identify any potential architectural resources that could be affected by the proposed project. The field survey will be supplemented with research at relevant repositories, online sources, and current sources prepared by the New York City Landmarks Preservation Commission and OPRHP.
E. Describe any potential direct or indirect effects to architectural and archaeological resources in the future without the project.
F. Assess the potential effects of the proposed project on archaeological and architectural resources, including visual and contextual changes as well as any direct physical effects.
G. Complete all technical analysis and coordination to fulfill the Section 106 process.

TASK C.7: URBAN DESIGN AND VISUAL RESOURCES

Because the proposed project involves the introduction of a sizable new structure within a park and along the waterfront, an analysis of any potential impacts from the project proposed on the urban design and visual character of the study area between Montgomery Street on the south and East 23rd Street on the north is appropriate. This section will also evaluate the Project's potential to affect views to and from important visual resources, taking into consideration scenic qualities of the riverfront. This analysis will also comply with NYSDEC's *Assessing and Mitigating Visual Impacts* guidance (DEP-00-2, issued July 31, 2000), and the New York City *CEQR Technical Manual.*

It is expected that this analysis would include the following.

APPROACH AND METHODOLOGY

A. Describe in text and photographs the urban design context and visual character of the project area and the immediate inland neighborhoods. A key focus of this analysis would be view corridors along East River Park and the key contributing features and the view corridors to the waterfront along the major east/west view corridor streets like Grand Street, East Houston Street, East 14th Street, and East 23rd Street.

B. Describe any visual changes anticipated from other projects in the study area.

C. Assess the visual impacts of the proposed action and its alternatives on the urban design and visual resources features of the study area. It is expected that the key urban design images of the preferred alternative and the comparative alternatives will be based on the images prepared for DDC as part of the feasibility study.

TASK C.7: NATURAL RESOURCES

The proposed action and its alternatives have the potential for impacts on natural resources and water quality, including tidal wetlands and adjacent vegetation communities, water quality, and aquatic fauna and terrestrial fauna. Direct impacts are defined as those impacts directly affecting habitats or environmental conditions (e.g., clearing or removal of vegetation). Indirect impacts are those impacts that are not the direct alteration of a habitat (e.g., where a change in water quality would affect aquatic habitat).

Subtasks to be performed are as follows:

- Gather baseline vegetation and wildlife data for the project area (East River Park and the East River) based on available habitat maps, published literature, and field surveys.
- Describe wetlands and vegetation within and adjoining the project area.
- Describe upland tree species, understory, and herbaceous layers. Describe tree composition based on tree inventory data developed for the feasibility study. Other general species composition will be based on a walkover field survey of the project area.
- Describe upland and wetland, terrestrial, and avian wildlife to provide an indication of habitat value. Gather wildlife data from literature searches and field research. Perform field investigations and note all observed avifauna (birds), herpefauna (amphibians and reptiles), and mammals and evidence thereof.
- Contact the New York State Department of Environmental Conservation's (NYSDEC) Natural Heritage Program, National Marine Fisheries Service, and the U.S. Fish and Wildlife Service to determine the presence or absence of individuals or sensitive habitats for rare, threatened, or endangered species.
- Identify any expected future changes in the natural resources communities in the future without the project.
- Determine the potential natural resources impacts of the proposed action and its alternatives. Impacts would include areas where physical disturbance would occur. Present maps of the areas of physical disturbance as part of the analysis. Potential impacts on natural resources are to be determined based on the following: the nature and extent of the physical alteration of the affected areas, including the acreage of affected vegetation, or changes in wetlands; and impacts on natural resources habitats (this will include any site-specific effects resulting from the loss of habitat and wildlife). The impact assessment for wildlife will be based on the projected habitat changes with the project.
- This section will also consider the infrastructure and storm water impacts and their potential indirect impacts on habitats, taking into account the design or modification of the storm water management system and any effects on local surface water conditions.

- The water resources analysis will provide an evaluation of potential impacts on surface water. This will be examined from two perspectives, alteration of the water quality and the potential increase of both stormwater flow rates and pollutant concentrations.

TASK C.8: HAZARDOUS MATERIALS

It is assumed that the investigations undertaken for the feasibility study will be summarized in this EIS for each of the alternatives.

TASK C.9: SECTION 6(F)

Approval is required from the National Park Service in accordance with Section 6(f) when a project would alter parkland that previously received federal money from the Land and Water Conservation Fund. Since a portion of East River Park received such funds, then a Section 6(f) evaluation and analysis will be performed to determine there would be any adverse impacts on this section of the park.

TASK C.10: TRANSPORTATION

Traffic and Parking. It is assumed that this analysis will be qualitative, using the published data on traffic volumes, as necessary, to assess any potential impacts of the proposed improvements. It is assumed for this analysis that the proposed project would not generate any new traffic and that the proposed action and its alternatives would not result in any permanent changes in the geometry or pavement markings of the local streets. Therefore, no quantified traffic impact analysis will be necessary. This task will also include an analysis of parking in the study area and the any potential adverse of positive impact of the project with the proposed project. It is assumed also the impacts of the proposed project on local on-street parking would be minimal and this will be a qualitative analysis.

Transit and Pedestrians. This analysis will examine the potential for any transit and pedestrian impacts due to the proposed project. The analysis will include text and graphics (as necessary) and will rely on data from the feasibility study to assess the potential for impacts from the proposed action and its alternatives on transit service or facilities and pedestrian conditions, including the bikeway/walkway along the East River. It is assumed that the conclusion of this analysis is that these impacts would not be significantly adverse and that no additional transit or pedestrian counts or quantified transit or pedestrian analyses will be performed as part of this task.

TASK C.11: NOISE

Although the program would not increase traffic flows and volumes, depending on location of the proposed barrier if could affect ambient noise conditions at sensitive receptors and within the park itself. The scope of work will include all the standard elements that go into a NEPA/CEQR noise study—selection of typical "worst case" and sensitive receptor sites, determination of existing noise levels using both measurements and modeling techniques, prediction of future noise levels for the project alternatives (including the No Build alternative), impact evaluation, and the examination of the feasibility and effectiveness of noise abatement measures (where necessary). The methodologies used for this analysis will be consistent both with the methodologies contained in the CEQR Technical Manual. Assumed are 16 locations for monitoring analysis. Data collected at these locations would also be used during the construction analyses (see below).

APPROACH AND METHODOLOGY

A. Examine the alternative alignments and designs. Identify the impacts that may alter conditions with respect to noise—i.e., where will barriers may affect noise conditions at sensitive receptors.
B. Selection of appropriate noise descriptors. Select appropriate noise descriptors to describe the noise environment and the impact of the proposed project. We will follow current City and State

criteria regarding noise descriptors. Consequently, where and when appropriate, the L_{10}, and 1-hour equivalent ($L_{eq(1)}$) noise levels will be examined.

C. Selection of receptor locations for detailed analysis. Receptor sites analyzed would include locations where the proposed project would have the greatest potential to affect ambient noise levels. It is anticipated that a range of roadway/receptor geometries, corresponding to specific receptor locations, will be selected for detailed analysis. The focus of the receptor site selection will be to identify sensitive land uses (i.e., residences, park lands, schools, etc.) that might be affected by the proposed project. Assumed are 16 noise receptor locations for this analysis.

D. Determination of existing noise levels. Existing noise levels will be determined based on a combination of noise monitoring and computer modeling. Measurements will be made during the following time periods—weekday AM, midday, and PM peak periods. If necessary, some limited nighttime noise measurements will also be performed. L_{eq}, L_1, L_{10}, L_{50}, and L_{90} values will be measured. Computer modeling techniques, including the use of the CadnaA model where necessary, to define existing conditions.

E. Determination of future noise levels. At each receptor location identified above, future noise levels will be determined using computer modeling techniques, including the use of the CadnA model, as well as proportional modeling.

F. Comparison of noise levels with standards, guidelines, and other impact evaluation criteria. Compare existing noise levels and future noise levels, both with and without the proposed action, with various noise standards, guidelines, and other noise criteria, including the New York City CEQR noise impact evaluation criteria. In addition, compare future noise levels with the proposed project with future noise levels without the proposed project to determine project impacts (i.e., based on the criteria contained in the *CEQR Technical Manual*, a change of 3-5 dBA or more would be considered a significant impact).

TASK C.12: ADDITIONAL NEPA CHAPTERS

This task will provide a screening level of assessment for technical areas that are not expected to require a detailed analysis and are not expected to result in any significant adverse environmental impacts (e.g., shadows, air quality, energy, public health, growth inducing aspects). Since the proposed project will be a major capital project this task will also include an evaluation of the proposed action and its alternatives on energy consumption, greenhouse gas (GHG) emissions and consistency with City sustainability objectives. It will also include mandatory chapters on unavoidable adverse impacts, the commitment of resources, cumulative effects, short and long term impacts, and smart growth compliance.

TASK C.13: ARCHAEOLOGICAL ASSESSMENT-PHASE 1A

The purpose of a Phase 1a documentary study is to assess archaeological potential within a proposed project area and to identify any areas that might warrant further investigation for archaeological resources. If requested by LPC or SHPO a Phase 1a documentary study will be prepared for all or a portion of the proposed project area. This task will also include coordination with LPC and SHPO as needed.

TASK C.14: ARCHAEOLOGICAL ASSESSMENT-PHASE 1B

The purpose of a Phase 1b documentary study is to confirm archaeological sensitivity within a proposed project area and to identify any areas that might warrant avoidance or mitigation for archaeological resources. This task will also include coordination with LPC and SHPO as needed.

TASK C.15: WATER AND SEWER INFRASTRUCTURE

This section will evaluate the project potential to affect the quality or quantity of stormwater runoff. Measures to mitigate adverse stormwater impacts will be identified in accordance with State Pollutant Discharge Elimination System (SPDES) permit requirements. To address all potential water and sewer impact analysis issues, the existing infrastructure systems for water supply, sanitary wastewater and stormwater conveyance will be described for the project area. This will include a discussion of the location and capacity of the lines and pipes in the vicinity of the project area, and the adequacy of collection and/or distribution systems. The projected demands on these systems will then be projected into the future analysis years based on information developed in cooperation with DEP. It is expected that this analysis will rely on the findings and conclusions of the feasibility study and that no additional technical modeling will be necessary.

TASK C.16: NEIGHBORHOOD CHARACTER

The character of a neighborhood is established by numerous factors, including land use patterns, the characteristics of its population and economic activities, the scale of development, design of buildings, notable landmarks, parks and view corridors, and a variety of other physical features that include traffic and pedestrian patterns. The proposed action and its alternatives may affect one or more of these neighborhood character-defining elements. Since several of these elements will already be covered under other EIS sections, this section will essentially represent a summary of the key thoughts of these other analyses. The study area will be similar to the land use study area can cover the land uses and neighborhoods within 400 feet of the project corridor.

APPROACH AND METHODOLOGY

A. Describe the predominant factors that contribute to defining the character of the neighborhood.
B. Based on planned development projects and public policy initiatives, summarize changes that can be expected in the character of the neighborhood in the future without the project.
C. Analyze potential cumulative impacts on neighborhood character.

TASK C.17: CONSTRUCTION IMPACTS

The purpose of this section of the EIS is to determine if there is the potential for significant adverse impacts during construction of the proposed action and its alternatives and the measures needed to avoid or mitigate them. Construction impacts of the proposed action and the alternatives will be a crucial analysis. The specific issues of concern include archaeological resources, transportation systems, air quality, noise, natural resources, water quality, hazardous materials, and infrastructure. For those segments of the proposed alignment within sensitive features (e.g., natural resources, parkland), the analysis will focus on the parklands and natural environment, including short-term impacts to recreational facilities, trees, water quality, wetlands, and landscaping as well as the need for construction period permits. The issues will involve more typical construction issues in an urban environment including concerns of space constraints, traffic congestion, air and noise emissions, access, and community disruption.

These analyses will be documented in the EIS, as well as in potential mitigation measures to ensure that any potential impacts could be mitigated.

For the purposes of assessing potential impacts in the EIS, the project engineers are expected to formulate a construction program that will include phasing, likely staging areas, placement of equipment, use of waterborne transportation for the delivery and removal of materials, and the projected number of workers will be developed during the feasibility study. Some of the key assumptions to this task are:

- A quantitative (i.e., model predicted concentrations) construction air quality and noise analysis will be conducted to determine the potential for impacts during on-site construction activities, particularly with respect to any impacts on open space and users within East River Park or Stuyvesant Cove Park. It is assumed that two work staging locations will be the subject of this analysis.
- Air pollutant sources will include combustion exhaust associated with non-road engines (i.e., cranes, loaders), marine engines (i.e., tug boats, barge cranes etc.) on-road engines, and on-site activities that generate fugitive dust.
- Two worst-case annual and short-term scenarios will be identified for detailed modeling.
- The potential for significant impacts will be determined by a comparison of model predicted total concentrations to the National Ambient Air Quality Standards (NAAQS), and by comparison of the predicted increase in concentrations to applicable *de minimis* thresholds.
- The Clean Air Act (42 U.S.C. 7401 et seq.) prohibits federal assistance to projects that are not in conformance with the State Implementation Plan (SIP). Therefore, a conformity analysis will be conducted to determine the consistency of the construction of the proposed project with the strategies contained in the SIP for the area.

APPROACH AND METHODOLOGY

A. Develop Comprehensive Construction Implementation Plan. This will be a detailed description of construction means and methods, phasing, staging areas, means of transport, trip generation rates, temporary structures that may be necessary during construction, and duration of construction by subphase, (e.g., soil importation, concrete, landscaping, utilities.

B. Historic Architectural and Archaeological Resources. Depending on the results of the analysis in Task C.6, the proposed action and its alternatives could have potential impacts on archaeological resources during construction that would need to be disclosed. Any measures that are necessary to avoid those impacts would be described. In addition, any construction protection plans to avoid impacts to historic architectural features will also be developed.

C. Land Use, Zoning and Public Policy. Examine the potential for any short-term impacts on land uses during construction (e.g., impacts due to noise effects, construction staging, and consistency with the City's WRP during construction).

D. Socioeconomic Conditions. Examine the potential for any short-term impacts on community facilities and businesses construction (e.g., impacts due to noise effects, construction staging, and alterations in traffic or pedestrian patterns).

E. Open Space and Recreational Facilities. This task will need to describe the temporary impacts on open space including any displacement of facilities or access to the park and its facilities (e.g., comfort stations), seasonal and programming conflicts, or waterfront access and the duration of that impact. Protection measures for trees, public access, and facilities will also be presented.

F. Transportation Systems. This assessment will consider reduction in traffic lanes, sidewalks, property access, bus stops, or other transportation services during the various phases of construction. The analysis will also identify the increases in vehicle trips from construction workers and equipment. We will review the construction plans presented in the feasibility study and prepare an analysis for inclusion in the EIS. The assessment will not only focus on the FDR, but also on the major streets that connect with o the project area and construction staging locations. It is assumed for this analysis that no HCS analysis will be necessary for either truck or worker trips given the anticipated use of waterborne transportation of materials and the access to mass transit for worker trips as well as the dispersement of parking locations for workers.

G. Natural Resources. In coordination with Task C.8, determine the potential for construction-period impacts on the natural resources including any potential impacts to water quality. Potential

impacts resulting from the temporary (construction) and permanent (operations) alterations of existing stormwater flows will be described as will Best Management Practices (BMPs) for the work sites to avoid or minimize impacts.

H. Hazardous Materials. In coordination with Task C.9, described the potential for impacts due to hazardous materials during construction and the measures that would be necessary to avoid impacts to workers and the community.

I. Water and Sewer Infrastructure. This subtask will describe any temporary impacts on water and sewer infrastructure including any temporary measures that may be necessary to minimize or avoid operational or structural impacts.

J. Air Quality and Greenhouse Gas Emissions. The construction air quality impact section will contain an examination of both mobile source emissions from construction equipment and worker and delivery vehicles, fugitive dust emissions, and any potential for impacts due to stationary source operations.

K. Noise. The construction noise impact analysis will be based on the construction phasing, segments of construction, and equipment that would be used during the different phases. Sensitive receptors will include East River Park and sensitive uses west of the FDR as may be determined during the initial screening of potential sensitive noise receptors during construction.

L. Other Technical Areas. As appropriate, the other technical areas of environmental assessment will be analyzed for potential construction-related impacts.

TASK C.18: MITIGATION MEASURES

Where significant impacts have been identified in the analyses above, measures will be developed to mitigate those impacts. This task will provide the supporting technical analyses to address that mitigation and will summarize the findings in the mitigation chapter of the EIS.

TASK C.19: EXECUTIVE SUMMARY

Once the EIS technical sections have been prepared, a concise executive summary will be drafted. The executive summary will utilize relevant material from the body of the EIS to describe the proposed action and the alternatives, the significant environmental impacts, measures to mitigate those impacts, and any unavoidable adverse impacts. The executive summary will be written in enough detail to facilitate the drafting of a notice of completion by the Lead Agency/RE.

TASK C.20: REPORT PREPARATION AND REPRODUCTION OF PRELIMINARY DRAFT EIS

This task involves all the word processing, graphics, editing, and reproduction involved in preparation of the preliminary Draft EIS (pDEIS). Once completed, 25 copies of the preliminary Draft EIS will be submitted to the Lead Agency/RE and Project Team for review (e.g., DDC, DPR) in addition to any electronic distribution (e.g., CDs, Webfolders). It is assumed that this would be reimbursable printing cost.

TASK C.21: PROJECT TEAM REVIEW OF PDEIS AND DISTRIBUTION OF DEIS

Once the preliminary DEIS is submitted to the Lead Agency/RE, it will undergo intensive review and negotiation before the document is accepted as complete. Under this task we will respond promptly to review comments in consultation with the Lead Agency/RE and the Project Team (e.g., DDC, DPR). The Lead Agency/RE may also circulate the preliminary DEIS to other involved agencies before certification of the document (NYSDEC). It is assumed under this task that a notice of completion will be prepared within 6 months after submission of the preliminary DEIS to Lead Agency/RE and that no substantive new technical issues arise during this review that deviate from the final scope and which would expand the scope of work as described in this proposal. It is expected that iterative editions of the pDEIS will be

required during this review and 150 copies of the certified DEIS will be produced in addition to any electronic distribution (e.g., CDs, Webfolders). It is assumed that this would be reimbursable printing cost.

TASK C.22: PUBLIC REVIEW OF DEIS

The DEIS will be made available to the public at local repositories and on a City website and will be distributed directly to agencies and elected officials. The public comment period will be a minimum of 45 days, and a hearing must be held, at which members of the public and their representatives, stakeholders, agencies can submit comments on the DEIS to the Lead Agency/RE. Comments will also be accepted in writing during the public comment period. During public review, we will attend the public hearings, provide presentations, and record comments made and submitted for the record.

If the preferred alternative is not subject to ULURP, there is no predetermined time frame for publication of the Final EIS (FEIS). When ULURP and CEQR are reviewed jointly, the process allows about four (4) months for public review and preparation of the FEIS. The FEIS must be complete and published 10 days before the Lead Agency/RE renders a decision on the application. During this relatively short period, the application is reviewed by the interested agencies which could include Community Boards, the Borough President, and City Council. It is assumed for the purposes of this staffing plan that one public hearing would be held on the DEIS.

TASK C.23: PREPARATION OF DRAFT RESPONSES TO COMMENTS FOR FEIS

This task will involve the assembling of all the DEIS comments and the grouping of the comments into EIS technical areas. Also, where individual comments are similar in nature they will be combined into one comment for the purposes of developing responses. Each comment will be given a written response.

TASK C.24: FINALIZING THE FEIS PREFERRED ALTERNATIVE

We will assist the lead Agency/RE in finalizing the preferred alternative as presented in the FEIS. As this will be the design that will be funded for construction this task will also address any coordination that is necessary with the design team and final amendments to the EIS that may be necessary to describe the preferred alternative.

TASK C.25: FINALIZE EIS ANALYSES/PREPARE PRELIMINARY FEIS

Based on the comments raised during DEIS review, we will prepare a "Response to Comments" chapter and a "Foreword" for the FEIS, and revise the DEIS as necessary to respond to comments. Our task order assumes moderate controversy during public review, but no organized opposition, litigation, or new technical analyses in order to complete the FEIS.

TASK C.26: FINAL REVIEW AND DISTRIBUTION OF FEIS

This task will cover review and acceptance of the draft FEIS by the Lead Agency/RE and Project Team, after which it will be available for public distribution. Distribution will include the mailing of hard copies to various individuals, agencies, and stakeholders and posting on City websites. We will submit 25 copies of the preliminary FEIS to the Lead Agency/RE and the project team for final review with electronic submittals. As part of this review, we will respond to comments through certification of FEIS and then produce 150 copies of the FEIS in addition to any electronic submittals (e.g., CDs, Webfolders). It is assumed that this would be reimbursable printing cost. It is assumed for the purpose of this staffing plan that the Lead Agency/RE and Project Team review the preliminary FEIS is completed in about two (2) months. The FEIS will be published and a Notice of Availability will be printed in the Federal Register

and local newspapers. It is expected that 150 copies of the certified document will be produced in addition to any electronic distribution (e.g., CDs, Webfolders). It is assumed that this would be reimbursable printing cost.

TASK C.27: INVOLVED AND INTERESTED AGENCY REVIEW

This task will address the coordination and review efforts targeted at the additional decision makers in the EIS process, specifically the involved and interested agencies. It may require modifications to the EIS and/or supplemental technical memos to explain in greater technical detail methods or approaches that were used in the EIS analyses and the conclusions. This subtask would address coordination with the Sandy Regional Team as part of the EIS review process.

TASK C.28: SUPPORT PREPARATION OF ROD/FINDINGS

No sooner than 30 days after publishing the FEIS, the Lead Agency/RE will prepare its decision document, known as the Record of Decision (ROD). The ROD will describe the preferred alternative, its environmental impacts, and any required mitigation commitments. The ROD will conclude the process of preparing the environmental review documentation. We will assist the Lead Agency/RE in preparing and distributing the ROD and Findings.

TASK C.29: SUPPORT REQUEST FOR RELEASE OF FUNDS

At the completion of the process the Lead Agency/RE will file a Request for Release of Funds (RROF) from HUD to request funding approval. The RROF describes specific project activities, identified impacts, and required project conditions and mitigation measures. The Lead Agency/RE must disseminate or publish the RROF for 7-10 days before certifying the document and submitting it for approval. After the request is granted to OMB, project funding is approved and the process is completed. Under this task, we will assist the Lead Agency/RE in completing the request for the release of funds.

TASK C.30: MAINTAIN ENVIRONMENTAL RECORD

The Lead Agency/RE must maintain the Environmental Review Record (ERR) for the project and make it available for public inspection. The ERR contains, description of project and each activity, maps, photographs, site plans, correspondence, studies, public notices, written determinations or findings, RROF, Release of Funds certification, and copies of comments and lead Agency/RE's responses. Under this task, we will assist the Lead Agency/RE in compiling and completing the environmental review record.

TASK D. UNIFORM LAND USE REVIEW PROCEDURE (ULURP)

TASK D.1: STRATEGY PLANNING/PREAPPLICATION PROCESS

This task will cover the strategy planning with the Lead Agency/RE and Project Team on the ULURP application as well as the procedural requirements of pre-application including informational, pre-application meetings and coordination with the Department of City Planning and Citywide Administrative Services. It is assumed for the purposes of this task that any ULURP actions would be related to property acquisition either in fee simple or as an easement acquisition in the Project Area two.

TASK D.2: IDENTIFICATION OF REQUIREMENTS/PREPARATION OF ULURP APPLICATION

We will prepare the following information and supporting documents required for the application submittal package:

- Zoning Sectional map;
- Tax map;
- Land Use/Area map that shows the existing land uses and physical conditions within 400 feet of the site boundaries;
- Photographs of the site – the number and view perspectives for which to be determined at the pre-application meeting with DCP;
- Affected Property List; and
- Topographic and Boundary Survey of the area of the proposed acquisition.

An Area map will be developed to indicate existing developments and physical conditions within 400 feet of the subject area and will show street names, street widths, block and lot numbers, building footprints, and street addresses. The major classification by land use for each building or each lot will also be shown in addition to street furnishings and above ground utilities.

TASK D.3: PRE-CERTIFICATION AGENCY REVIEW

Once the draft ULURP application has been prepared interagency meetings and coordination will be scheduled by DCP to discuss City agency review and comments on the application. Our team will assist in interagency coordination with any agencies and private utilities affected by the proposed action. This will include addressing the concerns and issues with the affected parties and explaining the proposed acquisitions and to identify concerns and tentative requirements or outstanding issues that may need to be resolved. If any potential issues are identified from a particular agency we will update and revise the application as needed. Two rounds of agency comments and revisions are estimated in this proposal until the sketches and supporting maps and documents are deemed to be in suitable form for certification by DCP.

TASK D.4: ULURP PUBLIC REVIEW

The ULURP application begins its public review period with the affected Community Board, which has a maximum 60-day review period; the BP's office, which has a maximum 30-day review; the City Planning Commission, which has a maximum 60-day review; the New York City Council, which has a maximum 50-day review. Thus, the public ULURP review can last for a maximum of 215 days (approximately 7 months). This task will include attendance at public hearings and presentation as needed. A total of 5 hearings have been included under this subtask through completion of the ULURP public review.

TASK E. PERMITTING

TASK E.1: STRATEGY PLANNING/IDENTIFICATION OF PERMIT REQUIREMENTS/REGULATORY OUTREACH SUPPLEMENT

Under this task, the Project Team will identify the permitting requirements to support project construction plan and schedule the permit application processes At the federal level, permitting could include approvals for construction in and over the water (Section 10) and filling and other work in wetlands

(Section 404 and 401) in the segment near the Con Ed plant (i.e. near East 14th Street). At the state level, permits may also be required for activities in tidal wetlands (Tidal Wetlands Act, Article 25) and waterways, (Protection of Waters, Article 15 and Water Quality Certification) and possibly stormwater discharge permits may also be required if new outfalls are necessary (Article 17). These state permits are subject to review by DEC. In addition, it is expected that DEC would be interested in the soil, sediment, and groundwater conditions in the project area with respect to any potential hazardous material conditions. Federal and state wetland permits are typically addressed as part of a joint application and are reviewed by the ACOE, DEC, and the federal resource agencies (e.g., the US Environmental Protection Agency, National Marine Fisheries Service and the US Fish and Wildlife Service). There is also the Historic Preservation Act which requires agencies to consider the effect of their actions on properties listed on or determined eligible for listing on the National or State Registers of Historic Places. . Since work will take place within the state's coastal zone, coordination with the Department of State may be necessary.

TASK E.2: PRE-APPLICATION COORDINATION WITH REGULATORY AGENCIES

The Project Team will schedule a Pre-application meeting with the USACE and DEC early in the design and permitting process to discuss the proposed work and gain regulatory insight into the permitting process and potential design considerations that could be incorporated to minimize impact. The JV will provide presentation documents in preparation for these meetings. These documents will be submitted to DDC prior to the pre-application meetings to allow for review and comment. This staffing plan assumes that there will be ongoing coordination with the regulatory agencies after the pre-application meeting during the design and permitting process which may include site visits to the proposed project area. The JV assumes two (2) pre-application meeting at the agency office and six (6) site visits to review proposed project impacts.

TASK E.3: PERMIT APPLICATION DEVELOPMENT

The Project Team will prepare required permit applications and supporting documentation. Permit application packages will be prepared in accordance with applicable permit application requirements, regulations and guidance for the various components and stages of construction associated with the proposed project. It has also been assumed that information developed for the EIS will be suitable to support the permit application requirements. The Project Team will coordinate the data collection needs of the EIS with those of the permit applications by comparing the data collection plan developed under Tasks B and C to the permitting needs list, and adjusting, as required. The permit application process is assumed to encompass the collection, integration and compilation of required application materials and support documentation; and the preparation of a draft for review by DDC and its designers.

Permit application packages will typically include, but not be limited to the following information:

- Detailed description of the proposed action, inclusive of construction, operation, and anticipated schedule.
- Proposed purpose and need of the proposed project.
- Materials and quantities used in construction including construction means and methods.
- Representative design drawings including plan and section views and details and specifications as appropriate in USACE format or other applicable formats incorporating all information requirements.
- Applicable and appropriate design calculations prepared in support of the permitting effort or facility design.
- Representative site photographs and photograph location information.

- Applicable supporting documentation, (e.g., wetland delineations, habitat assessments, and environmental review information).

For all of the permit application packages, the Project Team will work closely with DDC and its design teams to acquire the required information for incorporation into the permit applications. The Project Team will provide a listing of information required from DDC and its designers the required submittal dates. The Project Team assumes that the technical information required for the permit applications (including drawings, numeric and written/descriptive text) will be provided to the Project Team by DDC's designers in the required format, and in a timely manner to allow for submittal of information in accordance with the project schedule. The Project Team also assumes that the majority of the additional information required for each permit will be based on the text and analysis included in the EIS.

During the development of the draft permit applications, working draft application packages indicating progress to date and information gaps will be provided to DDC in electronic format. Near final draft application packages will be developed based on DDC comments on the interim working drafts. The near final draft application packages will be provided to DDC for review and comment. To the extent possible, DDC will provide one (1) set of consolidated comments; the packages will then be revised and provided to DDC for execution and submission to the applicable agencies. This task includes both the revisions of the draft to create a final application and support to DDC to address comments or questions received from involved agencies.

This scope assumes the preparation and development of up to four (4) permits associated with the design and construction of the proposed project.

TASK E.4: LEAD AGENCY/RE AND PROJECT TEAM REVIEW AND DISTRIBUTION OF PERMIT APPLICATIONS

Review the applications with the Lead Agency/RE and Project Team prior to submission to the regulatory agencies.

TASK E.5: DISTRIBUTION OF PERMIT APPLICATIONS

This task includes the production, compilation, and distribution of the appropriate permit application packages to DDC and any agencies on the applicable distribution list. The Project Team will produce up to 15 copies of the permit application packages for distribution which will be submitted to DDC in the appropriate format required by the regulatory agencies. The application packages will include signature indications demarcating the required signature locations by DDC personnel in the body of the permit application and any applicable attachments.

TASK E.6: INCORPORATION OF THE PERMIT CONDITIONS INTO THE DESIGN SPECIFICATIONS

The Project Team will review the specific and general permit requirements set forth by the regulatory agencies in any applicable regulatory documents as well as specific conditions laid out by the permit. If necessary, the Project Team will coordinate with the regulatory agencies that require the conditions to clarify and provide supplemental information for implementation of the permit conditions and schedule visits to the site to ensure that the conditions of the permit are thoroughly understood. After the review of the permit conditions set forth by the regulatory agencies, the Project Team will coordinate with DDC design staff to insure that the permit conditions are incorporated into the design specifications prior to project bid. These conditions may include alterations to the means and methods of construction, time of year restrictions, or resource restoration requirements. The Project Team will provide DDC with a list of

the applicable specifications that would require modification due to the permit conditions and a description of how to modify those specifications to comply with the permit.

III. METHOD OF PAYMENT

A. PROFESSIONAL SERVICES

Payment for Professional Services shall be based on Staffing Hours as indicated in Exhibit 2 of this Task Order included herein and in accordance with section 3.4 of Exhibit B – Specific Requirements.

B. REIMBURSABLE SERVICES

Payment of Reimbursable Services shall be as indicated in Exhibit 2 of this Task Order included herein and in accordance with section 1.7 of the Exhibit B – Specific Requirements.

IV. REQUIREMENTS FOR SCHEDULING

The time schedule for performance of the services that are required under this Task Order is indicated in Exhibit 1 included herein.

V. TIME FOR COMPLETION OF SERVICES

The total time for completion of the services required under this Task Order is indicated in Schedule A included herein and is the number of calendar days from the Notice to Proceed date to submission to the Commissioner of approved final Deliverables listed in Schedule A.

VI. OVERALL UPSET AMOUNT FOR SERVICES TO BE PERFORMED

The overall upset amount for the services to be performed by the Consultant under this Task Order is indicated in Schedule A included herein.

EXHIBIT 1

TIME SCHEDULE FOR COMPLETION OF REQUIRED SERVICES

Project ID. SANDRESM1
East Side Coastal Resiliency
Borough of Manhattan

Target Date: 915 days

Elapsed time in calendar days, as computed from the Notice to Proceed Date to obtain the deliverables.

EXHIBIT 2

STAFFING PLAN AND REIMBURSABLE EXPENSES
(Refer to Section 1.7 and 3.4 of the Specific Requirements Exhibit B)

See Project Team Organization Chart and Staffing Plan on the following pages.

HAZEN AND SAWYER
Environmental Engineers & Scientists

AKRF
AKRF Engineering, P.C.

a joint venture

Task Order for Environmental Review and Permitting Capital Project:
East Side Coastal Resiliency Project: SANDRESM1

Organizational Chart

Project Team

AKRF AKRF, Inc.

MNLA Mathews Nielsen (WBE)

HPI Historical Perspectives, Inc. (WBE)

DDC

PROJECT EXECUTIVE

S. Mehrotra, P.E.

LIASON WITH DESIGN

M. Lee

M. Beattie, P.E., PTOE

PROJECT MANAGEMENT

R. White, AICP, PP
Project Manager

M. Beattie, P.E., PTOE
Deputy Project Manager
Permits/Technical Analyses

V. Young, AICP
Deputy Project Manager

QA/QC

A. Galloway

D. Goodman

J. Jarboe

NEPA/HUD COMPLIANCE/FEDERAL TASK FORCE

N. Riddle

P. Liebowitz, AICP

M. Sadler

SEQRA/CEQR

Task Leader: R. Wells

WATER RESOURCES
T. Wilter
T. Sriger

NATURAL RESOURCES
S. Collins
K. Ward
S. Aubrey
R. Diamond
L. Diebolt
K. Arrance

LAND USE
K. Hoek
A. Lieber

TECHNICAL AREAS
J. Franco, P.E.
(Air)
D. Abatermarco
(Acoustics and Noise)
K. Mui, LEED AP
(Construction)
M. Broder
(Construction)

HAZMAT
S. Malinawiski, QEP
A. Schwendt

LANDSCAPE SUPPORT
N. Maeda, RLA, ASLA
MNLA

HISTORIC/E(F)
C. Cooney
C. Saunders
HPA

ENVIRONMENTAL REVIEW AND PERMITTING OUTREACH PLAN

S. Holley

G. Holisko, AICP

A. Winter

PERMITTING

Task Leader: K. Hoek

USACE/NYSDEC
K. Ward
S. Collins
I. Devine

NYC/NYS DOT
E. Nemeth
S. Gates, AICP

ULURP
L. Lau, AICP
A. Ruddock, AICP

WATER MODELLING
T. Ruga, P.E.
M. Wang

NYCDEP
J. Franco, P.E.
F. Barrionuevo
E. Agbobli

Staffing Plan - Task Order 54
SANDRESM1 - East Side Coastal Resiliency
Borough of Manhattan

	All Inclusive Rate/Hr	Proj Exec	Proj Mgr	Env Engr	Geotech Engr	Structural Engr	Landscape Arch.	Traffic Engr	Senior Arch.	Proj Engr	Env Spec	CAD Operator	Total Hours	Total Fee
		$193.24	$177.12	$164.92	$171.26	$168.10	$130.02	$159.04	$149.56	$124.30	$122.28	$98.60		
A.	**Workplans, Scoping, Initial NEPA/SEQRA/CEQR Coordination**													**$6,559,295.60**
A1	Strategy Planning	4	8	40										
A2	Develop and Maintain Workplan	4	8	40						140	120		312	$40,862.32
A3	Environmental Review and Permitting Outreach Plan		16	120						140	120		312	$40,862.32
A4	Notice of Intent		4	16						192	96		424	$58,228.80
A5	Project Limits, Purpose and Need		8	24						24	24	2	70	$9,462.32
A6	Prepare Preliminary Draft Scoping		8	40						60	60	4	156	$20,564.24
A7	Lead Agency/Team comments on draft scoping document		2	8						80	80	4	212	$28,134.56
A8	Finalize and Distribute Draft Scoping document			4						12	8		30	$4,143.44
A9	Public meeting(s) on draft scoping document		16	36						12	12	4	32	$4,013.04
A10	Compilation of Comments on draft scoping document		4	24						24	24		100	$14,688.96
A11	Preparation of Draft Response to Comments for scoping document		4	16						120	120		268	$34,256.16
A12	Prepare draft final scoping document		4	16						120	120		260	$32,936.80
A12	Lead Agency/Team review on final scoping document	4	4	8						80	40		140	$18,182.40
A13	Prepare and Release final scoping document			4						16	16		48	$6,746.08
	Subtotal, Man Hour	**12**	**86**	**396**	**0**	**0**	**0**	**0**	**0**	16	16		36	$4,604.96
	Subtotal, Fee	**$2,319**	**$15,232**	**$65,308**	**$0**	**$0**	**$0**	**$0**	**$0**	**$128,775**	**$104,672**	**$1,380**		
														$317,686.40
B.	**Alternative Assessments**													
B1	Strategy Planning	16	40	80										
B2	Development of Preliminary Alternatives	8	80	200						80	80	0	296	$43,096.64
B3	Data collection for Alternatives Assessment		8	60						320	320	24	952	$129,971.52
B4	Preliminary Screening of Alternatives	4	16	200						80	80		228	$31,038.56
B5	Final Screening of the Alternatives	4	16	60						360	320		900	$120,468.48
B6	EIS Project Description	4	20	60						200	200		480	$62,818.08
	Subtotal, Man Hour	**36**	**180**	**660**	**0**	**0**	**0**	**0**	**0**	40	40		164	$24,073.76
	Subtotal, Fee	**$6,957**	**$31,882**	**$108,847**	**$0**	**$0**	**$0**	**$0**	**$0**	**1080**	**1040**	**24**	**3020**	
										$134,244	**$127,171**	**$2,366**		**$411,467.04**
C.	**Environmental Impact Statement, Findings/ROD**													
C1	Strategy Planning	8	40	100										
C2	Land Use, Zoning and Public Policy/Urban Design (Community Character)	8	20	40						400	120	8	676	$90,305.12
C3	Socioeconomic/Environmental Justice		16	40						400	120	8	596	$76,867.52
C4	Parks and Recreational Sources (Open Space and Street/Park Trees)		16	48						120	120		296	$39,020.32
C5	Historic and Cultural Resources	8	24	60						400	280	60	804	$100,624.48
C6	Urban Design & Visual Resources	8	24	48					220	200	200	40	752	$101,855.20
C7	Natural Resources (+ Water Quality and Flooding)	8	40	160			80		120	160	200	16	656	$87,983.36
C8	Hazardous Materials		8	40						840	560	20	1,628	$209,878.72
C9	Section 6(f)		16	68						120	120		288	$37,603.36
C10	Transportation			40						40	80	4	208	$29,197.28
C11	Noise		8	32				80		120	40	40	320	$43,071.20
C12	Additional NEPA Chapters (Energy, Greenhouse Gas, Sustainability)		16	24				40		120	60	16		$36,886.40
C13	Archaeological Assessment - Phase 1A			40				16		160	140	8	364	$47,132.64
C14	Archaeological Assessment - Phase 1B			80						40	80	18	178	$23,126.00
C15	Water and Sewer Infrastructure		16	40						100	260	18	458	$59,191.20
C16	Neighborhood Character		16	68						200	80	8	344	$44,861.92
C17	Construction Impacts	24	80	360						40	80	4	208	$29,197.28
C18	Mitigation Measures	8	40	360				180		1400	1200	80	3,324	$435,449.76
C19	Executive Summary	8	24	100				40	16	300	240	8	1,012	$144,182.48
C20	Report Preparation/Production of PDEIS		32	200				16		60	60	12	280	$40,811.44
C21	Project Team Review and Distribution of DEIS		24	200				240		1200	1200	300	3,172	$402,297.44
C22	Public Review of DEIS	8	80	280				16	16	800	800	12		$240,619.68
C23	Preparation of Draft Response to Comments for FEIS	8	80	280				40		400	200		1,008	$142,430.72
C24	Finalize FEIS Preferred Alternative		24	100				80	40	840	400	40	1,768	$237,866.72
C25	Finalize EIS Analyses/Prepare Preliminary FEIS		24	100						200	200		524	$70,058.88
								12	4	240	320	12	712	$93,394.40

Staffing Plan - Task Order 54
SANDRESM1 - East Side Coastal Resiliency
Borough of Manhattan

	All Inclusive Rate/Hr	Proj Exec $193.24	Proj Mgr $177.12	Env Engr $164.92	Geotech Engr $171.26	Structural Engr $168.10	Landscape Arch. $130.02	Traffic Engr $159.04	Senior Arch. $149.56	Proj Engr $124.30	Env Spec $122.28	CAD Operator $98.60	Total Hours	Total Fee
C.	**Environmental Impact Statement, Findings/ROD**													
C26	Final Review and Distribution of FEIS		24	120				12	12	800	800	12	1,780	$226,191.68
C27	Involved and Interested Agency Review	24	240	800				40	30	1500	1600		4,234	$572,028.96
C28	Support Preparation of ROD, Findings		16	80						120	120	2	338	$45,814.32
C29	Support Request for Release of Funds		16	24						40	40		120	$16,655.20
C30	Maintain Environmental Record		8	80						100	50		238	$33,154.56
	Subtotal, Man Hour	**313**	**1,149**	**4,177**	**171**	**168**	**210**	**971**	**608**	**11,584**	**9,892**	**845**	**26,286**	
	Subtotal, Fee	**$60,530**	**$203,532**	**$688,858**	**$29,330**	**$28,258**	**$27,307**	**$154,434**	**$90,867**	**$1,439,928**	**$1,209,628**	**$83,278**		**$3,757,758.24**
D.	**ULURP**													
D1	Strategy Planning	4	40	80						120	120	40	404	$54,584.96
D2	Identification of Requirements/Initial Consultation with DCP	4	40	80						120	120	40	404	$54,584.96
D3	Precertification Review		40	160						84	88	8	380	$55,462.64
D4	ULURP Public Review		40	80						64	48	4	236	$34,497.44
	Subtotal, Man Hour	**4**	**80**	**240**	**0**	**0**	**0**	**0**	**0**	**204**	**208**	**48**	**784**	
	Subtotal, Fee	**$773**	**$14,170**	**$39,581**	**$0**	**$0**	**$0**	**$0**	**$0**	**$25,357**	**$25,434**	**$4,733**		**$199,130.00**
E.	**Permitting**													
E1	Strategy Planning/Identification of Permit Requirements/Regulatory Outreach Supplement	16	80	240						180	140	140	796	$110,139.44
E2	Pre-application Coordination	8	60	240						360	400	400	1,468	$184,853.92
E3	Pre-Permit Application Development	0	60	240						800	900	900	2,900	$348,440.00
E4	Lead Agency / Project Team Review of Permit Applications	16	40	200						260	300	400	1,216	$151,602.64
E5	Distribution of Permit Applications	0	20	20						40	40		120	$16,704.00
E6	Incorporation of Permit Conditions into Design Specifications	8	20	100						200	200	200	728	$90,616.32
	Subtotal, Man Hour	**48**	**280**	**1040**	**0**	**0**	**0**	**0**	**0**	**1840**	**1980**	**2040**	**7228**	
	Subtotal, Fee	**$9,276**	**$49,594**	**$171,517**	**$0**	**$0**	**$0**	**$0**	**$0**	**$228,712**	**$242,114**	**$201,144**		**$902,356.32**
F	**Mandatory Outreach for FEIS and Permitting**													
													0	$0.00
	Subtotal, Man Hour	**0**	**120**	**0**	**0**	**0**	**0**	**40**	**40**	**800**	**1200**	**0**	**2,200**	
	Subtotal, Fee	**$0**	**$21,254**	**$0**	**$0**	**$0**	**$0**	**$6,362**	**$5,982**	**$99,440**	**$146,736**	**$0**		**$125,000.00**
G.	**Project Administration**													
	Subtotal, MH	**0**	**0**	**280**	**0**	**0**	**0**	**0**	**0**	**400**	**0**	**0**	**680**	
	Subtotal, Fee	**$0**	**$0**	**$46,178**	**$0**	**$0**	**$0**	**$0**	**$0**	**$49,720**	**$0**	**$0**		**$95,897.60**
	Direct Expenses and Allowances													
	Water Quality Modeling													$150,000.00
	Quantified traffic analysis (operational/construction) - up to 6 intersections													$75,000.00
	Quantified Pedestrian Analysis (operational/construction) - up to 6 locations													$75,000.00
	Pedestrian Simulations													$50,000.00
	Allowance for Cost Estimates for Additional Alternatives (NEPA compliance): Up to 4 alternatives													$120,000.00
	Allowance for Response to Comments to cover Agency and Community Outreach (comments in excess of 200)													$150,000.00
	Direct Expenses*													$130,000.00
	Subtotal, Direct Expenses and Allowances													**$750,000.00**
	GRAND TOTAL, ALL COSTS	**79,854**	**335,664**	**1,120,288**	**29,330**	**28,258**	**27,307**	**160,796**	**96,849**	**2,106,176**	**1,855,756**	**292,901**	**-**	**$6,559,295.60**

* Direct Expenses include but are not limited to: Public notice fees; Affidavit fees; Permitting fees; Court reporting fees; Equipment rental fees (GPS, traffic analysis/noise monitoring equipment); Additional surveys; Out-of-City transportation; Printing and distribution of a draft and final scope of work; Printing and distribution of HUD required documents; Printing and distribution of 120 sets of the DEIS; Printing and distribution of 120 sets of the FEIS; and Preparation and distribution of up to 1,000 CDs.

EXHIBIT 3

HUD RIDER

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

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

APPENDIX B

NOTICE

THIS PACKAGE CONTAINS SUPPLEMENTARY GENERAL CONDITIONS FOR USE WITH CONTRACTS 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.

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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 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 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; it 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), which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services, and which requires affirmative action in the furtherance of Fair Housing objectives.

(c) Executive Order 11063, pursuant to regulations issued at 24 CFR Part 107 which prohibits discrimination 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), 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. 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. 170l 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 and 24 CFR Part 35. 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, 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, P.L. 101-336 (1990).

(i) The Historic Preservation Act of 1966, the Archeological and Historic Preservation Act of 1974, Executive Order 11593 and regulations at 36 CFR 800.

(j) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

(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. Completion of the attached FEDERAL EXHIBIT 3.

(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 funded Program activities, such income may be retained by the Contractor if such funds are treated as additional Community Development funds and are used expressly for activities outlined in the project work section of this Agreement, and in accordance with the provisions of this Agreement. Such funds are subject to all applicable requirements governing the use of Community Development funds. The Contractor will otherwise return such income to the City Community Development Program. For Construction, the Contractor agrees that if any income is generated from the Community Development funded Program activities, such income shall be returned to the City.

(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 and shall not limit such services or give preference to persons on the basis of religion.

(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) the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Contractor and in which the public services are to be provided; however, minor repairs may be made if such repairs:
(1) are directly related to the public services,
(2) are located in a structure used exclusively for non-religious purposes, and
(3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

(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: In Construction contracts involving an excess of $2000, unless exclusively in connection with the rehabilitation of a structure designed for residential use by less than 8 families, 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, 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, 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, for Construction contracts or subcontracts in excess of $10,000 pursuant to regulations at 41 CFR Chapter 60-4 (see below).

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.

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.

(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 and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available for examination to the City, HUD and/or representatives of the Comptroller General all of its records with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, 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

Any reports, documents, data, photographs 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, and the Contractor shall use them for no other purpose without the prior written permission of the City.

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.

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 government purposes, all copyrightable work developed or the rights to which are purchased under this Agreement.

ARTICLE 12

PATENTS

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.

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 Section 306 of the Clean Air Act (42 U.S.C. §1857(h)), 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 32 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

BINDING AUTHORITY

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 1-3, 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

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
Printers	22.8 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 Notice, and in the contract resulting from this solicitation, 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. FR-56960-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. FR-56960-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. FR-56960-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. FR-56960-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. FR-56960-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

SCHEDULE A

(A)	**Time for Completion**	**915 Consecutive Calendar Days**
(B)	**Allowance for Staffing Hours**	**$ 5,809,295.60**
(C)	**Direct Expenses and Allowances**	**$ 750,000.00**
	Overall Not to Exceed Amount	**$ 6,559,295.60**

DELIVERABLES: Upon completion of the respective tasks the Consultant shall hand deliver to the Commissioner, the following:

- Uniform Land Use Review Procedure Certification
- Environmental Impact Statement
- Required Permits

Stage II Project Agreement

Agreed to:

Sandeep Mehrotra, P.E.
Hazen and Sawyer, P.C./AKRF, Inc., J.V.

Approved by:

Thomas Foley, P.E.
Associate Commissioner
Division of Infrastructure, Executive

Agreed to:

Narayana Venugopalan, P.E.
Assistant Commissioner
Division of Infrastructure, Program Administration