Amendment

4. Exhibit E of the Agreement is hereby struck out and replaced by Exhibit E-1 to this First Amendment.

3. Exhibit B-1 to the First Amendment is hereby appended to Exhibit B of the Agreement.

2. Exhibit A-1 to this First Amendment is hereby appended to Exhibit A of the Agreement.

WHEREAS, the amount of the Grant Funds, currently set at $70,000.00 as under Section 1 of the Agreement, is hereby increased by $286,380.76 to a total amount not to exceed $365,380.76.

NOW THEREFORE, pursuant to and in consideration of the above and other mutual covenants and obligations herein contained, it is

Agreed and Amdt.

and notwithstanding the provisions to the contrary and in consideration of the above, and other mutual covenants

and obligations herein contained, it is

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants

and obligations herein contained, it is

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and obligations herein contained, it is

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants
IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first
above written.

Alliance for Convey Island, Inc.

Title: Executive Director
Name: Johanna Zaki

Housing Trust Fund Corporation

Title: Executive Director
Name: Lisa Devan Hill

Governor's Office of Storm Recovery

Title: Executive Director
Name: Lisa Devan Hill
and banners, street light repairs, and raised improvements, among others. It is expected that the potential improvements include pavement and decorative planting, decorative street furniture, signage, and the surrounding residential neighborhoods. The delivery of the service, the Alliance will coordinate more resilient, both physically and functionally, for businesses along Avenue commercial corridor.

The analysis will focus on opportunities to make the commercial corridor more resilient for businesses in the target area, to conduct a full market analysis of the project site and businesses in the target area, to conduct a Phase 1, the Alliance, working with the Residents and

Market analysis and district branding: In Phase 1, the Alliance, working with the Residents and

complete the following activities:

1. Market analysis and district branding

2. Retail attraction

3. Physical improvements and

4. Programming services

The project will be executed in two (2) phases and concentrate on four (4) core areas:

– Avenue commercial corridor between W. 37th Street and Stillwell Avenue, Brooklyn
– Avenue commercial corridor between W. 37th Street and Stillwell Avenue, Brooklyn

This Amendment to the General Statement of Scope (GSS) is to accommodate the economic and physical resiliency of the commercial corridor within the Alliance for Convey Island. This Amendment to the General Statement of Scope (GSS) is to accommodate the economic and physical resiliency of the commercial corridor within the Alliance for Convey Island.

EXHIBIT AL

First Amendment Subjected Program Description
The phase 1 activities will begin in July 2016 and are anticipated to take 8 months to complete.

Project Schedule

Support as necessary to assist with implementing project activities. Support will include the design and procurement of the project scope with may include briefing on additional support, such as security cameras, among others.

In addition to the initial design, we plan any necessary upgrades to service and/or infrastructure for the Alliance. We will examine opportunities for expanded supplemental services throughout the district and provide an opportunity for supplemental services. These services will be designed to improve and add supplemental services designed to improve the new brand.

Programmatic Services: Consultant will be engaged to create detailed and physical collateral for the new brand.

The selected consultant will develop findings as well as a comprehensive retail attraction plan and marketing campaign that will be implemented during Phase 2.

The Alliance for Conway Island will retain a consultant through the issuance of a request for proposals.
shall not exceed $12,780.00 unless agreed to by GOSR in Writing.

Total budget for Direct Costs shall not exceed $25,000.72 and the total budget for construction, the

Note: While the Direct Labor, Contingency, and Direct Costs line items above are estimates, the

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Construction (60%)</td>
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<td>Other Direct Costs</td>
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<tr>
<td>Total Budget</td>
<td>$87,780.00</td>
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</table>

1. Direct Labor
2. Contingency
3. Other Direct Costs
4. Total Budget

<table>
<thead>
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<th>Subcategory</th>
<th>Amount</th>
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<td>20% of Total Direct Labor</td>
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<td>40% of Total Direct Labor</td>
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<tr>
<td>50% of Total Direct Labor</td>
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<td>Total Direct Labor (Phase 1)</td>
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<table>
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<td>Total Expenditure</td>
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<td>Total Budget</td>
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</table>

EXHIBIT B1

FIRST AMENDMENT BUDGET
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<tr>
<td>11.12%</td>
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<td>SIMPLE IRA</td>
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<tr>
<td>0.36%</td>
<td>NY SUI</td>
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<tr>
<td>1.29%</td>
<td>FED MEDICARE - ER</td>
</tr>
<tr>
<td>5.2%</td>
<td>FED S socse - ER</td>
</tr>
</tbody>
</table>

Frame Benefit Table - Alliance for Conney Island, Inc.

Mermaid Avenue Revitalization Project (Phase 1)
DEFINITIONS

"GOSR": Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities.

"Subrecipient":

"Contractor":

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to "Subrecipient" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the provisions shall be applied with the following priority:

1. Part I: Required Federal Provisions;
2. Part II: Required State Provisions; then

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions of these Supplementary Conditions found in these Supplementary Conditions, the terms of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions, and the terms of any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors) shall be applied to the party seeking products and/or services, and references to the "Subrecipient" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services.

In the event of a conflict between the terms of these Supplementary Conditions and the terms of any other tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors) the terms of the contract (including any other attachments thereto and amendments thereof) shall control.

When these Supplementary Conditions contain a reference to another contract or subcontract, such reference shall be deemed to refer to the lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors) without regard to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors) that may be attached to such lower tier contract.

Definitions
PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

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

2. STATUTORY AND REGULATORY COMPLIANCE.

The Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS.

If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be required by the Subrecipient and GOHR. The Subrecipient and GOHR shall have the right to take all necessary action to enforce the contract terms and to recover all damages sustained thereby. The Contractor shall complete and submit all reports in such form and according to such schedule as may be required by the Subrecipient and GOHR. The Contractor shall also cooperate with all Subrecipient and GOHR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 2 CFR § 700.307.

4. REPORTING REQUIREMENTS.

The Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Subrecipient and GOHR. The Contractor shall also cooperate with all Subrecipient and GOHR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 2 CFR § 700.307.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

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

GENERAL CONDITIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").
6. DEBARMENT, SUSPENSION, AND INELIGIBILITY.
The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 242. The Contractor shall notify the Subrecipient and GOSR should any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 242.

7. CONFLICTS OF INTEREST.
The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such conflict and address such actual or potential conflict of interest. The Contractor represents to the Subrecipient that it has no conflict of interest arising from performance of work on a specific task.

8. SUBCONTRACTING.
The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise. The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon all of the Subrecipient's subcontractors as well as the Subrecipient.

9. ASSIGNABILITY.
The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient. The Contractor shall not assign any interest in this contract and shall not change its major organizational structure without prior written notice to the Subrecipient.

10. INDEMNIFICATION.
The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, suits, charges, and judgments arising from or related to the performance of work under this contract.

11. TERMINATION FOR CAUSE (Applicable to contracts exceeding $10,000).
If, through any cause, the Contractor fails to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall have the right to terminate this contract by giving written notice to the Contractor of such termination and the effective date thereof, at least five days before the effective date of such termination. The Contractor shall deliver all work in progress or unfinished documents, data, studies, surveys, drawings, maps, models, specifications, and reports prepared by the Contractor under this contract and any other work in progress to the Subrecipient at the time of such termination, and the Subrecipient may continue to perform any such work or tasks that the Subrecipient considers necessary to complete or fulfill any obligations under this contract or otherwise to prevent irreparable damage to property under this contract. If requested by GOSR, the Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

12. CONTRACTING FOR FEDERAL AID.
Federal assistance programs subject to 2 C.F.R. Part 244.
shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract. Furthermore, the Contractor may witheld any payments to the Contractor for the purpose of covering potential damages due to the Subrecipient. This provision is subject to the Subrecipient’s right of set-off of any payments received from the Contractor. 

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days’ notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding $100,000).

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts) under grants, loans, and cooperative agreements (and that all subrecipients shall certify and disclose accordingly). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding $100,000).

The Contractor shall comply with the following minimum bonding requirements:

- New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with New York State bonding requirements.

If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. The Subrecipient may terminate this contract at any time by giving at least ten (10) days’ notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.
A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS.

The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS.

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract. All records concerned with this contract, made or received in the course of providing for the performance of this contract, shall be made available to the Subrecipient, GOSR, HUD, the Comptroller General of the United States, and any duly authorized representative of any of the above, at any time and place.

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

The Contractor will comply with the small and minority business, women's business enterprises, and labor surplus area requirements as set forth at 2 CFR Parts 200. The Contractor will comply with the small and minority business, women's business enterprises, and labor surplus area requirements as set forth at 2 CFR Parts 200. The Contractor will comply with the small and minority business, women's business enterprises, and labor surplus area requirements as set forth at 2 CFR Parts 200.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

This contract, provided that the Contractor's base price is also satisfied.

13. Small and minority firms, women's business enterprises, and labor surplus area firms.

The Contractor will comply with the small and minority firms, women's business enterprises, and labor surplus area requirements as set forth at 2 CFR Parts 200. The Contractor will comply with the small and minority firms, women's business enterprises, and labor surplus area requirements as set forth at 2 CFR Parts 200.
The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

A. Placing qualified small and 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 business, and women's business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, 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.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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


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

22. NONDISCRIMINATION.

The Contractor shall comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable nondiscrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional nondiscrimination provisions. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. No person in the United States shall, on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.
conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's decision under this section, and shall post copies of the notice in conspicuous places for employees and applicants for employment.

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

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

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions are brought into accordance with this section in every respect.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) (thrown (H) in every subparagraph of paragraph (A) and the provisions of subparagraphs (2) and (3) of paragraph (A)) in all subcontract or purchase orders unless exempted by rules, regulations, or orders of the Secretary of Labor or of the Secretary of the Interior issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions are brought into accordance with this section in every respect.

With respect to construction contracts and subcontracts exceeding $10,000, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 CFR Part 60, 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor or of the Secretary of the Interior issued pursuant to Executive Order 11246 of September 24, 1965, so that such provisions are brought into accordance with this section in every respect.

Subrecipient shall include the following specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts: For the purposes of this section, "Construction Contract" shall mean contracts for construction, alteration, or repair of public buildings or improvements. The term shall include contracts for the installation of equipment and materials, and contracts for services, when such services are part of, or are ancillary to, the construction, alteration, or repair of public buildings or improvements. The term shall not include contracts for the rental of equipment or facilities, contracts for the provision of services, or contracts for the furnishing of goods or materials, unless such goods or materials are part of, or are ancillary to, the construction, alteration, or repair of public buildings or improvements.
Opportunity Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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.
   d. "Minority" includes:
      i. American Indian or Alaska Native (all persons having origins in any of the original peoples of North America who maintain tribal affiliations through membership in a tribe).
      ii. Black (all persons having origins in any of the racial groups included in the terms "Afro-American," "Negro," or "Black and African American")
      iii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, and other Spanish culture, regardless of race)
      iv. 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)
   e. "Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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 solicitation from which this Agreement resulted.

3. If the contractor is participating in a Hometown Plan approved by the U.S. Department of Labor in the covered area, and that Plan is set forth in the solicitation from which this Agreement resulted, then the contractor must demonstrate its participation in and compliance with the provisions of any such Hometown Plan.
Each contractor 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 toward a goal in an approved Plan does not excuse any contractor's failure to achieve that goal.

4. The contractor shall implement the specific affirmative action steps in paragraph 7a 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. The contractor shall specifically ensure that all hours of nonworking training time are counted in meeting the goals. Each goal must be achieved by a specific affirmative action program designed to achieve the Plan goals.

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 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 to be counted in meeting the goals, such apprentices must be employed by the contractor during the training period, and the contractor must have made a commitment to employ such apprentices at the completion of their training, subject to the availability of employment opportunities. The contractor shall maintain a working environment free of harassment, intimidation, and coercion at all sites, and shall implement affirmative action steps approved by the EEOC to ensure equal employment opportunity.

7. The contractor shall take specific affirmative action steps 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 actions consistent with these specifications.

Executive Order 11246, the regulations promulgated thereunder, and the regulations promulgated pursuant thereto, require contractors to take affirmative action to ensure equal employment opportunity.

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 minorities or women shall excuse the contractor's obligations under these specifications.
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 specific 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 to all employees, including minority and female employees, at least once a year; by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed; by disseminating the policy to all management personnel and all minority and female employees at each location where Construction Work is performed; by including the policy in any policy manual and collective bargaining agreements; by making it available to the public in the company newsletter, annual report, etc.; by discussing the policy with all management personnel at least once a year; and by reviewing the company EEO policy and affirmative action obligations with all employees at least annually, the company's EEO policy and affirmative action obligations under 7b above.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under 7b above. The contractor shall provide notice of these programs to the sources compiled under 7b above.

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 community organizations serving the contractor's recruitment area, and to minority and female recruitment and training organizations serving the contractor's recruitment area.
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, 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 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 supervisory’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

q. Contractors are encouraged to participate in voluntary associations or affirmative action programs.

r. Contractors, however, are responsible for actions taken on behalf of the contractor. The obligations to comply, the effectiveness of actions taken on behalf of the contractor, and the contractor’s duty to comply, and the ability to provide access to documentation of the Program are reflected in the contractor’s minority and female employment.

s. Contractors are encouraged to participate in voluntary associations or affirmative action programs.

8. Contractors are encouraged to participate in voluntary associations or affirmative action programs.

9. A single goal for minorities and a separate single goal for women have been established. While these goals are not guaranteed, the contractor, however, is responsible for actions taken on behalf of the contractor. The obligations to comply, the effectiveness of actions taken on behalf of the contractor, and the contractor’s duty to comply, and the ability to provide access to documentation of the Program are reflected in the contractor’s minority and female employment.

10. Contractors are encouraged to participate in voluntary associations or affirmative action programs.
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 a subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties 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. The sanctions and penalties may include suspension or debarment from Government contracts, imprisonment, fines, and such other remedies as are necessary to effect compliance with the provisions of Executive Order 11246, as amended, and its implementing regulations.

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 employment opportunities. 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’s 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 number, Social Security number, race, sex, age, date of hire, dates of changes in status, dates of changes in employment status, reason for termination, rates of pay, employment grade, and reasons for any failure to be promoted. 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 local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding $10,000).

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, recreation or entertainment areas, transportation and housing facilities, or other facilities that are separately maintained for employees because of their race, color, creed, religion, or national origin.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000).


A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in all employment practices, including hiring, upgrading, promotion, and other aspects of employment.

B. The Contractor will take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).
16. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor agrees to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment qualified individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973. As the Deputy Assistant Secretary for Federal Contract Compliance Programs, the appropriate action, as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance, may be taken by the Secretary.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding $100,000 in value for housing construction, rehabilitation, or other public construction).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (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, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor 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 job requirements, shall indicate the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

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

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

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

G. With respect to work performed in connection with Section 3, covered Indian housing assisted contracts, noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.

H. The Contractor's obligations under 24 C.F.R. Part 135, except for positions other than those to whom the regulations of 24 C.F.R. Part 135 apply, are fulfilled when the notice described in this Section 3 clause is provided in an applicable provision of the subcontract or in this Section 3 clause, and as provided in applicable provisions of the regulations of 24 C.F.R. Part 135. The Contractor agrees to comply with the regulations in 24 C.F.R. Part 135, and agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.

I. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.

J. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.

K. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.

L. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.

M. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135.
All laborers and mechanics employed by contractors or subcontractors shall receive overtime
supplemented by Department of Labor Regulations (29 C.F.R. Part 5).

26. FAIR HOUSING ACT.
Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).
Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert applicable provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of all required reports to the Department of Labor. The Contractor shall insert applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c) in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of all required reports to the Department of Labor. The Contractor shall be responsible for the submission of all required reports to the Department of Labor.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to all construction or repair contracts).

LABOR PROVISIONS

with federal funds.

The Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with all applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall be responsible for the submission of all required reports to the Department of Labor.

ALL REPORTS AND SUPPORTING DOCUMENTATION, INCLUDING SMALL MACHINERY COPIES OF ALL SUPPORTING DOCUMENTATION, ARE TO BE SUBMITTED TO THE CONTRACTOR'S PRIMARY REPRESENTATIVE WHO IS RESPONSIBLE FOR SUBMISSION OF ALL REPORTS AND SUPPORTING DOCUMENTATION. CONTRACTOR SHALL MAINTAIN COPIES OF ALL REPORTS AND SUPPORTING DOCUMENTATION SUBMITTED TO THE CONTRACTOR'S PRIMARY REPRESENTATIVE.

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports and supporting documentation submitted by subcontractors into a single report as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documentation as set forth in these Supplementary Conditions.

22. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to all construction or repair contracts).
issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding $2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards.

In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [link].

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

30. ENERGY EFFICIENCY.

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

31. SOLID WASTE DISPOSAL.

Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247, which contain the highest percentage of recovered materials practicable.
32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:


B. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 401-412);

C. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 2001 et seq.); and


E. Executive Order 11879, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp., p. 356);

F. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp., p. 356);

G. Executive Order 11988, Protection of Wetlands, May 24, 1977 (42 U.S.C. 4321 et seq.); and


I. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 U.S.C. 4323 et seq.); and

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp., p. 356);

K. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 401-412);

L. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 2001 et seq.); and


The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

A. National Environmental Policy Act of 1969 (42 U.S.C. § 4331 et seq.);

B. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 401-412);

C. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 2001 et seq.); and


E. Executive Order 11988, Protection of Wetlands, May 24, 1977 (42 U.S.C. 4321 et seq.); and

F. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 U.S.C. 4323 et seq.); and

G. Executive Order 11988, Protection of Wetlands, May 24, 1977 (42 U.S.C. 4321 et seq.); and

H. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 401-412);

I. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 2001 et seq.); and

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp., p. 356);

K. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 401-412);

L. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 2001 et seq.); and

A. A stipulation that as a condition for the award of the contract, prompt notice will be given to the Contractor of the following:

1. All other applicable environmental laws that may exist now or in the future.

2. HUD and EPA regulations related to asbestos-containing material and lead-based paint, 20 C.F.R. Part 35 Subparts B, H, and J; and
3. 


P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended.

Q. HUD regulations at 24 C.F.R. Part 51 Subparts B, H, and J, as amended, and all other regulations and guidelines issued thereunder.


T. All other applicable environmental laws that may exist now or in the future.
D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.
PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. ACCOUNTING RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, costs, damages or expenses, including attorney's fees, which may be incurred by the Indemnities because of negligence, including attorney’s fees, which may be incurred by the Indemnities because of the Contractor’s breach of this Clause.

2. NON-ASSIGNABILITY.

This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. INDEMNITY.

The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. NON-DISCRIMINATION.

To the extent required by Article 15 of the Executive Law, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, disability, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, disability, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, and all other state and federal statutory and constitutional non-discrimination provisions. The Contractor shall establish and maintain small businesses’ records, as required under the Public Officers Law, which shall be made available to the Subrecipient, GOSR, and any person or entity authorized to conduct an examination, during normal business hours at the office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State. In any case, the records are available at a mutually agreeable and reasonable venue within the State. In any case, the records are available in any way reasonably affected, and the records shall be sufficiently identified, and the records shall be disclosed only: (i) upon written request of the Subrecipient, GOSR, or any person or entity authorized to conduct an examination, in accordance with generally accepted bookkeeping principles. The Contractor shall maintain records of all work done for the Subrecipient, GOSR, and any person or entity authorized to conduct an examination. The records must be kept for six (6) years after their creation.
Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of $50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, color, religion, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records on the basis of sex, color, religion, sex, or national origin, sex, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records on the basis of sex, color, religion, sex, or national origin, sex, or marital status.
5.

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply:

A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status. The Contractor's affirmative action program and plan shall be designed to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status. The Contractor's affirmative action plan shall include a written statement that will be submitted to the Subrecipient, the GOSR, and any other agency or representatives of workers with which the Contractor has a collective bargaining or other agreement or understanding. The plan will include a written statement that:

1. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor will include the provisions of this section in all solicitations or advertisements for employees, and in the applicable general and special conditions.

B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to submit a written statement that:

1. The agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor will include the provisions of this section in all solicitations or advertisements for employees, and in the applicable general and special conditions.

C. The Contractor will include the provisions of this section in all solicitations or advertisements for employees, and in the applicable general and special conditions.
Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.

Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient’s obligation to make good-faith efforts to promote and assist the participation of certified MBEs and WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises (“MBE”) and fifteen percent (15%) women-owned business enterprises (“WBE”). Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION.

All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient.

8. COPYRIGHT.

If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or invention without the prior written approval of the Subrecipient. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS.

Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.
11. COUNTERPARTS.
This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. GOVERNING LAW.
This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. WORKERS’ COMPENSATION.
This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

14. NO ARBITRATION.
Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must be heard in a court of competent jurisdiction of the State of New York.

15. SERVICE OF PROCESS.
In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor’s actual receipt of process or upon the Subrecipient’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient is not to be construed as waiving the provisions of Section 15 of this Contract.

16. NON-COLLUSIVE BIDDING CERTIFICATION.
If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such bidding or pricing.

17. LOBBYING REFORM LAW DISCLOSURE.
If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-j was intentionally false or intentionally incomplete.

18. MACBride Fair Employment Principles.
In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take such countermeasures as are required to be covered by the provisions of the Workers’ Compensation Law.
19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor’s responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor’s expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach of contract.

22. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: [link]. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that it should it seek to renew or enter into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: [link].
During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that appears on the Prohibited Entities List after the award, renewal, or extension of a contract.
PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

<table>
<thead>
<tr>
<th>Construction Contract Value</th>
<th>Commercial General Liability in combination with Excess Liability</th>
<th>Professional Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $10M</td>
<td>$2,000,000 &lt; $2,000,000</td>
<td></td>
</tr>
<tr>
<td>&gt; $10M - $50M</td>
<td>$5,000,000 &lt; $5,000,000</td>
<td></td>
</tr>
<tr>
<td>&gt; $50M</td>
<td>$10,000,000 &lt; $10,000,000</td>
<td></td>
</tr>
</tbody>
</table>

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

B. In addition to the foregoing, Contractor and any subcontractors shall maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than $50,000 shall be permitted without GOSR's written consent.

D. Worker's Compensation, covering workers' compensation and employers' liability and disability benefits as required by the State of New York.

E. Automobile Liability and Property Damage Insurance.

Professional Liability: If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars ($2,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.

F. Worker's Compensation, covering workers' compensation and employers' liability and disability benefits as required by the State of New York.

Table:

<table>
<thead>
<tr>
<th>Construction Contract Value</th>
<th>Commercial General Liability in combination with Excess Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;$25M</td>
<td>(Umbrella) Liability</td>
</tr>
<tr>
<td>$25M - $50M</td>
<td>Commercial General Liability in combination with Excess Liability</td>
</tr>
<tr>
<td>&gt; $50M</td>
<td>Construction Liability</td>
</tr>
</tbody>
</table>

Schedule of Deductibles as follows:

1. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) for a period of two years thereafter, insurance as follows:

2. Exclusions therefrom and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

3. Interference with sole cost and expense, during the term of this Agreement (or any extensions thereof) for any interference at its sole cost and expense, during the term of this Agreement (or any extensions thereof) for any

4. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) for any
advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however, Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services in the same geographic area. Contractor shall maintain reasonable and customary limits and amount of insurance in light of this notice. However, notwithstanding the foregoing notice of the above insurance requirements, the type and amount of insurance which is reasonable and customary for similar work or services in the same geographic area may include, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same geographic area. Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same geographic area. GOSR may, in its sole and exclusive discretion, but is under no obligation to increase, decrease, or otherwise alter or amend the type and amount of insurance required by this Agreement, provide written notice of the same to Contractor along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same geographic area. Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same geographic area. GOSR may, in its sole and exclusive discretion, but is under no obligation to increase, decrease, or otherwise alter or amend the type and amount of insurance required by this Agreement.

If the above insurance requirements are potentially excessive because they do not meet the reasonable and customary requirements of the industry for similar work or services to those anticipated hereunder, the Contractor shall provide Certificates of Insurance to GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

If the above insurance requirements are potentially inadequate because they do not meet or exceed the reasonable and customary requirements for similar work or services in the same geographic area, the Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same geographic area. GOSR may, in its sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirement contained in this Agreement, unless the Contractor provides written notice of the same to GOSR along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same geographic area. GOSR may, in its sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirement contained in this Agreement.
Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor’s Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient’s Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at https://www.elationsys.com/app/Registration/

To this end, all Contractors, Subrecipients, and Subrecipient’s Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events and provides an online tutorial on the use of Elation. GOSR requires all parties receiving federal funds through GOSR to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Questions related to reporting requirements should be directed to GOSR’s Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.