

CONTRACT FOR SERVICES

THIS AGREEMENT is dated June 16, 2016 and made effective August 3, 2016 (“Effective Date”) between IMG REBEL ADVISORY LLC with offices located at 4350 East-West Highway, Suite 950, Bethesda, Maryland 20814 (“Consultant”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”). Each of the foregoing are referred to individually herein as a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended (42 U.S.C. § 5121-5207) (the “Stafford Act”), portions of the State of New York (“State”) received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee (the “Storms”);

WHEREAS, the State has received an allocation of Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds from the United States Department of Housing and Urban Development (“HUD”) for the purpose of providing assistance to recover from the Storms;

WHEREAS, HTFC is authorized to administer CDBG-DR funds in the State;

WHEREAS, HTFC seeks Consultant services in order to assist HTFC in administering these funds (Exhibit A) (also referred to herein as the “Scope of Services”);

WHEREAS, the Consultant is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement;

WHEREAS, HTFC and Consultant desire to enter into this Agreement, under which Consultant shall provide all or some portion of the above-referenced Scope of Services pursuant to this Agreement and a relevant task order(s) (“Task Order(s)”) (“Services”);

WHEREAS, HTFC is the signatory to this Agreement, the Governor’s Office of Storm Recovery (“GOSR”) and its representatives shall administer the day-to-day activities and operations set forth herein and in any Task Order(s); and

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

GOSR/HTFC

STIPULATED AND AGREED as follows:

1. General Obligations of the Consultant.

(a) This Agreement incorporates by reference as if set forth herein the Consultant's proposal dated March 25, 2014 ("Proposal Documents") utilized by HTFC/GOSR in evaluating the Consultant for award of this Agreement.

(b) This Agreement sets forth the general terms and conditions governing the entire Scope of Services (Exhibit A) that HTFC may seek and the actual Services obligated by HTFC pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by HTFC or Services to be performed by the Consultant. Services and compensation for such Services shall only be obligated upon the proper and complete execution of a Task Order.

(d) The Consultant shall familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR funds and the requirements for contracting with the State of New York all to the extent applicable to Consultant's Scope of Services and in effect at the time Consultant performs its Services. Some, but not all, of the requirements are incorporated by references in Appendix I – III. Any failure by the Consultant to familiarize itself with and understand such matters shall not relieve the Consultant of its obligations under this Agreement or any Task Order hereunder. Notwithstanding anything to the contrary contained herein, Consultant's liability for breach of this Agreement shall not exceed the limitations set forth in Section 11 (d). The Consultant shall perform the Services contained in any Task Order in a diligent, safe, and professional manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised by members of the profession for such Services practicing under the same conditions, at the same time and in the

locality in which the Project is located (the “Standard of Care”). This Standard of Care shall govern the Scope of Services and this Agreement. The Consultant will perform work under this contract by competent personnel under the management, supervision, and direction or employment of the Consultant.

- (e) The Consultant shall commit adequate resources to perform the Services.
- (f) Although Consultant and certain sub-consultants, including Waterland Design Inc. and Deltares USA Inc., are not licensed to provide professional services in New York, Consultant will be able to provide any such services required under this Agreement through one or more of its sub-consultants who are licensed to provide such services.

2. General Obligations of HTFC/GOSR.

(a) HTFC agrees to compensate the Consultant for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in Exhibit B (also referred to herein as the “Fee Schedule”). Consultant agrees that in no event will HTFC pay the Consultant more than **\$998,713** (“Total Fee”) for the Services under all Task Orders under this Agreement. The Consultant under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. HTFC will not be obligated to remit payment to the Consultant for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Consultant shall not be obligated to continue performance if to do so would cause the Consultant’s fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

(b) HTFC shall, in its sole discretion, determine the extent to which it will use the Services of the Consultant. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

(c) Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Consultant. The Consultant shall not restrict HTFC from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. Task Order Contract. All Services and compensation shall be obligated pursuant to a Task Order, which shall include: 1) a Statement of Work that will set forth the specific Services and quantity of such Services; and 2) the compensation and payment schedule of such compensation based upon the fees set forth in the Fee Schedule at Exhibit B.

4. Period of Agreement. The duration of this Agreement shall be one (1) year from the Effective Date. The Effective Date shall be the date that HTFC issues a written Notice to Proceed to Consultant following the completion of the New York State Comptroller contract review process. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided for in Appendix II. If the Agreement is not modified, unless otherwise instructed by HTFC, by the end of the period of the Agreement, Consultant shall deliver any and all Property belonging to HTFC to a location designated by HTFC/GOSR. In addition, the Consultant, at no additional cost, shall: (a) cooperate at the direction of HTFC/GOSR in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, "Property" means all tangible and real property owned or leased by HTFC. HTFC Property includes (i) property acquired with HTFC funds and used exclusively for the Services and (ii) material, equipment, special tooling, special test equipment, and real property. Intellectual property shall be governed by Appendix I, Article 8.

5. Consultant Representations. The Consultant represents and covenants and warrants that:

(a) The Consultant is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Consultant under this Agreement;

(b) This Agreement does not, to the best of Consultant's knowledge, conflict with any other agreements of the Consultant;

(c) The Consultant or its sub-consultants possesses the business, professional, and technical expertise, and training required to perform the Services;

(d) The Consultant has or shall obtain, or cause to be obtained, all personnel, including its sub-consultants, necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to HTFC subject to the Standard of Care;

(e) The Consultant possesses the equipment, facilities, and employees to perform the obligations under this Agreement;

(f) The Consultant and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits,

licenses, certificates, or approvals required by applicable Law necessary to perform the Services; and;

(g) That all documents submitted in support of Consultant's payment requisitions, including, but not limited to, invoices, billings, back-up information for invoices, and reports related to reimbursable costs submitted by the Consultant to HTFC in connection with the Services are complete and accurate to the best of the knowledge of the Consultant. The Consultant represents that HTFC/GOSR, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Consultant agrees to promptly notify HTFC/GOSR upon discovery of any instances where the Consultant becomes aware of any material discrepancies in relation to documents under this Section.

6. Inspection & Acceptance. The Consultant shall only tender for acceptance those items that conform to the requirements of this Agreement. HTFC/GOSR reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance. HTFC/GOSR may require correction or replacement of Consultant's or its sub-consultants' nonconforming Services at no increase in compensation. If correction/replacement or reperformance will not correct the defects or is not possible, HTFC/GOSR may seek an equitable price reduction or adequate consideration for acceptance of such nonconforming Services as set forth in an agreed upon Task Order. HTFC/GOSR must exercise its post-acceptance rights (1) within a reasonable time after the non-conformance was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the non-conformance in the item.

7. Payment Process and Accounting Procedures.

- (a) Payment for all Services shall be made in United States currency.
- (b) Payment will be made upon receipt of an accurate and complete invoice from the Consultant for Services rendered, in conformance with the Task Order's payment schedule.
- (c) HTFC/GOSR reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented, provided that HTFC's payment shall not be unreasonably withheld.

(d) Except as may be specifically provided in the Task Order, the Consultant is solely responsible for all the Consultant's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

(e) The Consultant shall submit an electronic invoice to GOSR's invoice management system of record, Elation Systems. The Consultant, and all authorized subcontractors performing work pursuant to this Agreement, shall obtain an Elation Systems account by registering at <https://www.elationsys.com/app/Registration>. Each invoice submitted to Elation Systems must include all applicable supporting documentation, including but not limited to:

- i. Name and address of the Consultant;
- ii. Invoice date and number;
- iii. Task Order number;
- iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;
- v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- vi. Terms of any discount for prompt payment offered;
- vii. Name and address of official to whom payment is to be sent;
- viii. Name, title, and phone number of person to notify in event of defective invoice; and
- ix. Additional information as reasonably required by HTFC/GOSR.

(f) All amounts paid by HTFC to the Consultant are subject to audit by HTFC/GOSR, as set forth in Section 10 of this Agreement.

(g) Payment will only be made to Consultant via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to the Consultant's account. Consultant must provide HTFC with a completed Designation of Depository for Direct Deposit of HTFC Funds form (a copy of which is attached as Exhibit C). Consultant is solely responsible for the information provided on the form and for updating it as necessary.

(h) Payments are made pursuant to HTFC's Prompt Payments Policy, a copy of which may be obtained from HTFC's Assistant Treasurer at the address indicated above.

(i) Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

(j) HTFC's payment of all or a part of an invoice shall neither relieve the Consultant of any of its obligations under this Agreement nor constitute a waiver of any claims by HTFC.

8. Termination of Agreement.

(a) Termination For Convenience. In its sole discretion, HTFC/GOSR may terminate Consultant's right to perform services under this Agreement, for any reason whatsoever (i.e., with or without cause) by written notice to Consultant at any time after the date hereof (the "Termination Notice"). In such event, Consultant's right to perform Services under this Agreement shall terminate effective as of thirty (30) days after the giving of the Termination Notice (or, if later, on the date specified in the Termination Notice).

(b) Termination For Cause. HTFC/GOSR may terminate Consultant's right to perform services under this Agreement upon seven (7) business days' written notice specifying this Section (b) if Consultant fails substantially to perform any obligation under this Agreement in accordance with its terms and if such default is not cured within thirty (30) days after written notice from HTFC/GOSR. If it is determined that a termination under this Section was wrongful or not justified, such termination shall be deemed a termination under Section (a) above; and Consultant's recourse shall be as set forth in Section (c) below.

(c) If HTFC/GOSR fails to pay Consultant any undisputed amounts properly due and payable within thirty (30) days after written notice from Consultant of such late payment, then upon further prior written notice Consultant may suspend its services until such payment is made. Consultant shall not be liable for any delays or damages incurred by HTFC/GOSR as the result of such a suspension by Consultant. If, after Consultant thus suspends its services, HTFC/GOSR thereafter fails to pay such undisputed amounts within forty-five (45) days after the date on which Consultant notified HTFC/GOSR of its suspension of services, Consultant may terminate this Agreement upon five (5) days' prior written notice.

(d) Termination Fee. In the event of any termination under Section 8 (a) above (i.e., not a termination for cause under Section 8 (b)), Consultant shall be entitled to the Termination Fee specified in Section 8 (e) but otherwise shall have no further claim to payment of any kind under this Agreement. The Termination Fee shall be payable thirty (30) days following Consultant's submission of a satisfactory invoice for the same.

(e) "Termination Fee" means:

- i. As to Consultant, payment representing: (1) compensation for all portions of the Basic Services Fee and such other fees authorized through duly executed task orders, of Consultant earned through the effective date of the termination under Section 8 (a); (2) reimbursement for all Reimbursable Expenses properly paid or incurred by Consultant prior to the effective date of such termination; and (3) reasonable compensation for the actual direct costs incurred by Consultant for the demobilizing of Consultant's team for the Project (taking into account Consultant's ability to reassign staff to other client projects and other relevant factors); and
- ii. As to the subconsultants, payment representing: (1) compensation for all services earned through the effective date of the termination under Section (8) (a) in accordance with the applicable subconsultant's agreement; (2) reimbursement for all Reimbursable Expenses properly paid or incurred by such subconsultants prior to the effective date of such termination; and (3) reasonable compensation for the actual direct costs incurred by the respective subconsultant for the demobilizing of subconsultant's team for the Project (taking into account subconsultant's ability to reassign staff to other client projects and other relevant factors). (Any amounts properly due to HTFC/GOSR from Consultant (or the applicable Subcontractor) pursuant to this Agreement shall be offset against the Termination Fee.)

(f) Upon completion of all services to be rendered by Consultant under this Agreement, or upon any termination of this Agreement, Consultant shall, at Consultant's sole cost and expense:

- i. Promptly remove from the Project Site all equipment and facilities owned or leased by Consultant and repair any damage caused by such removal;
- ii. Clean and place in an orderly condition the area of the Project Site previously occupied by such equipment or facilities and/or Consultant's personnel; and
- iii. Cause all Employees and sub-consultants of Consultant to vacate the Project Site.

9. Supervision of Services.

(a) HTFC may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Consultant.

(b) The Consultant will cooperate with HTFC/GOSR at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all HTFC/GOSR recommendations and proposals within Consultant's Scope of Services as set forth in the applicable Task Order.

(c) The Consultant shall cooperate with HTFC/GOSR in promptly completing and submitting all documents and records required by HTFC/GOSR or other authorized representative of the State of New York and otherwise comply with all applicable orders, administrative rules, regulations and procedures of HTFC/GOSR for the proper administration of the Services.

10. Audit and Inspection Rights. HTFC's/GOSR's access to records, audit and inspection rights are subject to the provisions set forth in Appendices I and II. Notwithstanding the time periods set forth therein, Consultant shall maintain all records connected with this Agreement for a period of at least six (6) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later.

11. Indemnity & Insurance.

(a) Indemnity for General Liability: Consultant shall and hereby agrees to hold harmless, defend and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, agents, managers and affiliates (the "HTFC Indemnified Parties"), from and against damages, costs, reasonable attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses arising or resulting from this Agreement, the Services or Scope of

Services, any Task Order(s), or the conduct of Consultant or any of Consultant's sub-consultants or suppliers of any level or tier for whom Consultant is legally liable for in connection with this Agreement, the Services or Scope of Services, or any Task Order(s) all to the extent caused by the willful misconduct or negligent acts, errors or omissions of Consultant or its sub-consultants or suppliers that do not arise out of the performance of their professional services and are typically covered by Consultant's and its sub-consultants general liability insurance. Consultant and its sub-consultants shall not be obligated to defend, indemnify or hold harmless the HTFC Indemnified Parties to the extent of any such HTFC Indemnified Parties' willful misconduct or negligent acts, errors or omissions. This indemnity shall expressly include, but is not limited to, the obligation of Consultant to indemnify and reimburse HTFC for any and all reasonable attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in HTFC's enforcement of this indemnification provision against Consultant provided Consultant is found legally responsible for same. This Section 11 (a) shall survive the expiration or earlier termination of this Agreement for any reason.

(b) Indemnity for Liability for Professional Services: Consultant shall and hereby agrees to hold harmless and indemnify (but not defend) the HTFC Indemnified Parties (as defined above), from damages, costs, reasonable attorney's fees and expenses for which Consultant is found legally liable for, arising out of third party claims, all to the extent caused by the willful misconduct or negligent acts, errors or omissions of Consultant or any entity for whom Consultant is legally liable in the performance of their professional services in connection with this Agreement, the Services or Scope of Services, or any Task Order(s) and are typically covered by Consultant's professional liability insurance. Consultant and its sub-consultants shall not be obligated to defend, indemnify or hold harmless the HTFC Indemnified Parties to the extent of any such HTFC Indemnified Parties' willful misconduct or negligent acts, errors or omissions. This indemnity shall expressly include, but is not limited, to the obligation of Consultant to indemnify and reimburse HTFC for any and all reasonable attorney's fees and other litigation or dispute resolution costs incurred or to be incurred in HTFC's enforcement of this indemnification provision against Consultant provided Consultant is found legally

responsible for same. This Section 11 (b) shall survive expiration or earlier termination of this Agreement for any reason.

(c) HTFC and Consultant waive consequential damages, including but not limited to loss of profit, loss of investment, loss of product or business interruption, for claims, disputes or other matters in question arising out of or relating to this Agreement unless covered by insurance and subject to the agreed upon limitation of liability set forth in Section 11 (d) below. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

(d) To the fullest extent permitted by law, Consultant's total aggregate liability in connection with all services provided pursuant to this Agreement (and Consultant's sub-consultants pursuant to their respective agreements with Consultant) or otherwise in connection with the Project, this Agreement and any Task Order(s) (including, without limitation, any and all indirect and/or consequential damages, liability resulting from Consultant's negligence, whether professional or otherwise, and any indemnification obligations) shall be limited to Ten Million (\$10,000,000.00) Dollars. This Section 11 (d) shall survive the expiration or earlier termination of this Agreement for any reason. Notwithstanding the foregoing, Consultant remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or willful intentional misconduct, or violation of law of Consultant, its officers, employees or agents

(e) Insurance: Consultant shall procure and maintain without interruption, subject to the availability of renewals at commercially reasonable rates, at its sole cost and expense, insurance of the type, and with limits and deductibles, as follows:

- i. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance in a limit not less than Four Million Dollars (\$4,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. HTFC and the State of New York shall be named as an additional insured.
- ii. Professional Errors and Omissions Insurance. Providing coverage for bodily injury (including death), property damage and covered losses arising out of or in connection with any professional services provided

under or pursuant to this Agreement with limits not less than Three Million Dollars (\$3,000,000.00) in the aggregate and Two Million Dollars (\$2,000,000.00) per claim.

- iii. Intentionally omitted.
- iv. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- v. Worker's Compensation. Covering employers' liability and disability benefits as required by the State of New York.
- vi. Any special coverage(s) required by law of persons providing licensed testing or studies in waterfront areas as appropriate to the Scope of Consultant's and/or its sub-consultants Services under the circumstances.
- vii. Excess General Liability Insurance. Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, applying on a primary noncontributory basis. HTFC and the State of New York shall be named as an additional insured.

(f) The Consultant shall provide Certificates of Insurance to HTFC prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request with proprietary and confidential information redacted. Subconsultants under this Agreement shall only be subject to e(i)-(vi) of this Section; however Consultant 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 (a) generally imposed by the Consultant given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder. For any sub-consultants that hold all claims made insurance policies, subconsultants shall maintain such claims made insurance policies for a minimum period of five (5) years after the termination of this Agreement including but not limited to procuring and maintaining an extended reporting period for each policy for a minimum period of five (5) years after the termination of this Agreement, such that any claims arising in connection with this Agreement or any services hereunder will be covered and may be timely reported within this five (5) year time period. Should any of the insurance carried by Consultant or any subconsultant contain a deductible or self-insured retention, payment of said deductible or self-insured retention is the sole responsibility of Consultant or any subconsultant. In addition, HTFC/GOSR shall have the right to request

sufficient proof of Consultant's or any subconsultant's ability to meet said deductible or self-insured retention obligation. All insurance carried hereunder is to be primary and non-contributory with any insurance carried by HTFC/GOSR.

(g) The Parties agree that the Insurance and Indemnity provisions of this Agreement may be modified pursuant to a written amendment to this Agreement signed by the parties to this Agreement.

(h) Coverage requested under (e)(i) can include excess or umbrella coverage.

Sub-consultants shall only be subject to coverage under (e)(vi) to the extent they are involved in activities that reasonably require such. The Consultant and each Sub-consultant shall make reasonable efforts to identify when risks and corresponding coverages are required under (e)(vi) and Consultant and HTFC/GOSR shall discuss required coverage prior to agreeing upon the Task Order. Coverage under (e)(vi) shall be in place per Task Order with, if reasonably feasible under the circumstances, a four (4) week notice period to allow Consultant to obtain proper quotations. Reasonable and necessary premiums for insurance under (e)(vi), shall, once approved by HTFC/GOSR, be reimbursable in the same manner, as materials under the procedures of this contract.

12. Assignment and Subcontracting.

(a) The Parties' rights regarding assignment and subcontracting are subject to terms of Appendix II. The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of HTFC

(b) Any change of control by the Consultant, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Consultant.

(c) As part of any subcontract hereunder, after Consultant receives written approval, the Consultant must incorporate the terms of this Agreement in its subcontract, including those Insurance requirements which are applicable to subconsultants pursuant to Section 11(b), so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Consultant does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between HTFC and the Consultant's subconsultants, and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as responsible to HTFC for the acts and omissions of its subconsultants of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts

and omissions of Consultant and for persons directly employed by the Consultant.

(d) The Consultant's obligation to pay its subconsultants is an independent obligation from HTFC's obligation to make payments to the Consultant. As a result, HTFC shall have no obligation to pay or to enforce the payment of any moneys to any sub-consultant.

13. Compliance with Law.

(a) The Consultant shall comply with all Law applicable to this Agreement and the Services performed hereunder.

(b) The Consultant shall promptly notify HTFC in writing upon discovery of any failure, or any allegation of any failure, of the Consultant to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

(c) Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

14. Miscellaneous Provisions.

(a) State Comptroller Approval. In accordance with Public Authorities Law §2879-a, as this contract was determined by the State Comptroller to be subject to the Comptroller's prior approval, this contract shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller.

(b) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster) and federal or state government orders, labor disputes, or the prolonged failure of electricity or other vital utility service) and such other similar occurrences, any of which is beyond the reasonable anticipation of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.

(c) Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday,

(d) No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or any party in connection therewith.

(e) Authorization. The Consultant, or the representative(s) signing this Agreement on behalf of the Consultant, represents and warrants that the Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement, have the authority to execute this Agreement on behalf of the Consultant and to bind the Consultant to its contractual obligations hereunder.

(f) Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

(g) Waiver. The failure of either party to enforce or otherwise require strict performance of any of the terms or conditions of this Agreement or of the party's right in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions, or rights either then or for the future. Any waiver shall be effective only if in writing and signed by the party's authorized representative, and only with respect to the particular circumstances and conditions expressly covered therein.

(h) Notices. Notwithstanding the Notice requirements in Appendix II, all notices and other communications given hereunder shall be in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the Party being notified, or, if mailed, when actually received by the Party being notified when addressed:

i. if to the CONSULTANT, as follows:

IMG REBEL ADVISORY LLC
Attn: Mia D'Albora
Finance and Contract Manager
4350 East-West Highway, Suite 950
Bethesda, MD 20814
(301) 907-2900
MDalbora@IMGRebel.com

and

- ii. if to HTFC, to the attention of and at the following address:

HTFC/GOSR
Attn: Daniel Greene
General Counsel
Governor's Office of Storm Recovery
25 Beaver Street
New York, NY 10004
(212) 480-4644
Daniel.greene@stormrecovery.ny.gov

(i) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. This Agreement may be modified only by a writing signed by both parties to this agreement. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

- i. Appendix I – HUD General Provisions
- ii. Appendix II – Standard Clause for all HTFC Contracts
- iii. Appendix A – Standard Clauses for New York State Contracts
- iv. Appendix III – Diversity Forms
- v. Appendix IV – Construction Related Terms and Forms (if applicable)
- vi. Appendix V - Supplemental Provisions to Contract for Services: Design Contract
- vii. This Agreement
- viii. The applicable Task Order
- ix. Exhibit A – Scope of Services
- x. Exhibit B – Fee Schedule

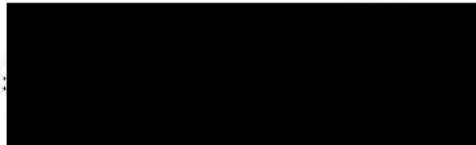
xi. Proposal Documents

xii. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds

IN WITNESS WHEREOF, the Parties executed this Agreement on the day and year first above written.

IMG REBEL ADVISORY LLC

By:



Name: Marcel Ham

Title: President

Date: 6/16/2016

STATE OF Maryland)
COUNTY OF Prince Georges) SS:
)

On this 16 day of JUNE, in the year 2016, before me personally came Marcel Ham, to me known, who, being by me duly sworn did depose and say that he/she resides in Maryland; and that he/she is the President of the IMG Rebel Advisory the corporation described in and which executed the above instrument.



SUSAN C. TORRES
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES NOVEMBER 2, 2017

HOUSING TRUST FUND CORPORATION



Name: Lisa Bova-Hiatt

Title: Executive Director

Date: 6/16/16

This contract has been approved by Grantee's Counsel as to form and its Treasurer as to fiscal sufficiency.

LIVING WITH THE BAY (LWTB) DESIGN SCOPE**Version 2.0 05/04/2016****Table of Contents**

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INTRODUCTION

The Living with the Bay (LWTB) project aims to create a safe, attractive, and accessible Mill River System from its headwaters north of Hempstead Lake to the south, including the mouth of the river into the bay. In the LWTB Roadmap (ref. LWTB Roadmap, November 2015) a series of improvements were proposed that will accomplish the following: 1) reduce inundations from storm surge and storm water, 2) improve the quality of the surface water and groundwater, 3) result in publicly accessible greenways and public spaces that create north-south connections between the communities throughout the Mill River Watershed, and 4) augment resiliency and adaptation by local communities.

As communities in the Mill River Watershed are extremely vulnerable to flooding from storm surge, sea level rise, and storm water, one of the key objectives is cost-effective flood risk reduction associated with both Sandy- and Irene-like storm events (i.e., high tidal inundation and precipitation). Furthermore, the project aspires to reverse the effects of ecological degradation issues inherent with the high-anthropogenic density of the watershed by developing a comprehensive approach to ecosystem restoration. Improved accessibility and visibility of Mill River will increase awareness of its ecological value and increase the recreational opportunities for the highly urbanized communities around the river. From a social resiliency standpoint, the LWTB project aims to increase the ability of all residents, communities, and local governments to recover after extreme weather events by strengthening existing community organizations and creating new social networks. Specific projects and initiatives will leverage investments in the Mill River Watershed to create economic and educational opportunities for the project area's most vulnerable populations.

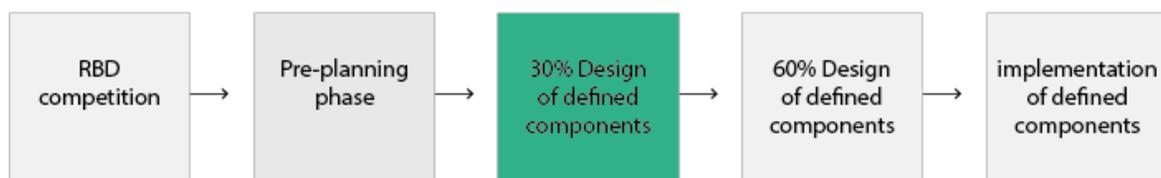


Figure 1 Current stage of the RBD Project

Figure 1 illustrates the overall project's phasing and highlights (in green) the current phase. . In the pre-planning phase, a number of LWTB project components were clearly identified. Basic sketches were prepared for these LWTB components (ref. LWTB Progress Report, November 2015). These components are located throughout the watershed, with some located within New York State (NYS) Park's (Hempstead Lake State Park's) boundaries, and some located elsewhere. Presently, the designs of those components not located within NYS Park's property are less developed.

Per the request of the New York State Governors' Office of Storm Recovery (GOSR), this document provides a Scope of Services (SOS) for four well-defined tasks that will result in the preparation of 30% designs or schematic designs of select components of the LWTB project – located within as well as outside State Park boundaries – that are well defined at this stage (hereafter: Schematic Design). These tasks include:

1. Review of compliance with the principles and terms of the Rebuild By Design (RBD) funding and design consultation and reviews of the Schematic Design of LWTB components located inside the NYS Park boundaries.
2. Preparation of Schematic Design of the following LWTB components (including supporting tools necessary to assess and optimize the design's efficacy):
 - 2.1. Smith Pond
 - 2.2. Blue Green Park
 - 2.3. Greenway (outside State Park boundary)
 - 2.4. Supporting tools
3. Support of the development of the EIS
4. Project management

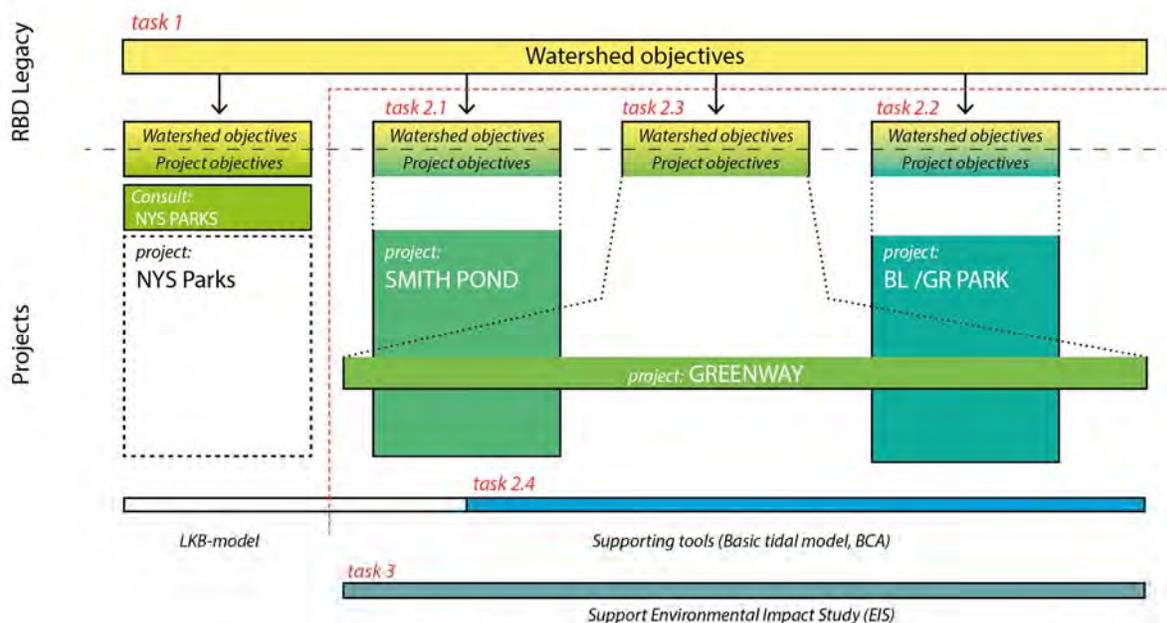


Figure 2 Overview and interrelations of Tasks 1, 2, and 3

Figure 2 provides an overview of tasks 1, 2, and 3 included in this SOS, and the way they are interrelated. In order to safeguard the RBD legacy it is important to relate the specific component's objectives that are included in this SOS to larger watershed objectives. Each component's effectiveness will be assessed in relation to the overarching Watershed Objectives in the Schematic Design phase. This assessment will be supported by use of the tools developed in in task 2.4.

The Schematic Design should provide the basis for supporting the development of the NEPA/SEQRA EIS. Elements of this phase include base plans for the project areas, with dimensionally appropriate-sized interventions and design elements, based on existing data and available information. Data gaps to refine the designs for the 60% design will be identified, and actions to address the data gaps (e.g., soil borings for bio swales to determine depth to groundwater and soil recharge capacity) for the 60% design will be determined. The Schematic Design packages provided through this SOS will provide adequate

information to show the intention and function of the interventions. This phase will establish the basis of design—including the forms, sizes, and overall appearance of the design elements through the development of the plans, sections, typical construction/fabrication details, and layouts. Schematic Designs (30% Design) are required to support the preparation of the EIS.

1 Task 1: RBD COMPLIANCE REVIEW

The objective of this task is for the Design Team to support and oversee the incorporation of the RBD competition principles in the conceptual design process of LWTB components being prepared and implemented by GOSR's partners including NYS Parks.

1.1 REVIEW OF COMPLIANCE WITH TERMS AND GOALS OF RBD FUNDING

In Subtask 1.1, overall design objectives will be developed for the watershed with a focus on landscape design, environmental quality, and access and use. Aspects like flood safety and ecosystem restoration will be included in other LWTB projects. A team of 4 specialists will be work on this topic, and establish longer term requirements and projects goals for mentioned perspectives, development of an assessment framework to be able prioritize potential interventions. This subtask requires preparing and conducting 3 meetings with stakeholders. Also 3 coordination meetings with GOSR have been planned.

1.1.1 Assessment Framework: Watershed Objectives (RBD Goals)

Develop a vision - with a focus on landscape design, environmental quality, and access and use - of how the RBD goals could be best achieved in the Mill River Watershed and direct the conceptual and schematic design process to support this vision.

- 1.1.1.1 Formulate a shared vision in collaboration with immediate project stakeholders
- 1.1.1.2 Establish goals/targets for the long-term performance of projects to be implemented in the Mill River Watershed
- 1.1.1.3 Development of an Assessment Framework

1.1.2 Assessment Framework: Indicators of Effectiveness

The following activities need to be undertaken to develop practical indicators for determining effectiveness of proposed interventions with respect to landscape design, environmental quality, and access and use:

- Identify priorities with respect to the overall watershed and with respect to individual LWTB projects.
- Evaluate impacts of proposed strategies and designs as measured against the priorities established.

1.1.3 Notes and Assumptions

- The RBD goals will provide clear direction for the implementation of the LWTB project. Input and involvement of relevant stakeholders will be solicited.
- The Indicators of Effectiveness will help demonstrate and optimize the effectiveness of the proposed interventions.

1.1.4 Meetings (3x) with GOSR and Core team to develop Assessment Framework

1.2 DESIGN GUIDANCE AND REVIEW NYS PARKS AREA SCHEMATIC DESIGN

Subtask 1.2 supports the design process of the LWTB components that are located inside the NYS Parks area with design ideas and reviews. The actual design will be conducted by a consultant team that works directly for NYS Parks. A main activity in this subtask is to ensure consistency in designs made for the NYS Parks areas and with the design activities discussed the next section for Task 2 of this project. The latter requires regular joint design/review meetings between the NYS Parks team and this project's design team. This task therefore has a clear focus on coordination and review, and will include the following activities:

- Monthly coordination meetings (8) with the NYS Parks design team;
- Quarterly design peer review meetings (3);
- Review of Existing Condition reports (6, assumed 1 per project area);
- Review of conceptual designs, of prioritization of interventions, and of 30% designs of selected interventions (12 reviews, 2 reviews per project area).

A team of 4 design specialists will be working on this subtask. Besides participating in and contributing to the above mentioned meetings, this team will provide explanatory designs/sketches, best practices information, and concept drawings to the NYS Parks team.

1.2.1 Overview of Activities

The review of the conceptual design process of the LWTB components located in the NYS Parks area will in general consist of providing design consultation and review of design documents.

During the design process to be undertaken by NYS Parks, at least one designer will subsequently provide the NYS Parks design team with international best practices examples and participate in 8 design team meetings. During these meetings, the designer will actively participate in developing state of the art designs appropriate for the local situation. At the same time, the designs will need to meet the RBD Goals, something the designer will need to continuously monitor. Activities consist out of attending 8 monthly design team meetings and 3 quarterly design peer review meetings, providing Best Practices, and design options (if requested).

Review will include, but is not limited to:

- Existing conditions reports
- Conceptual designs, and prioritization of interventions
- Schematic designs of proposed interventions

The following activities are anticipated:

- 1.2.1.1 Bi-weekly meeting (8x) with the NYS Parks design team
- 1.2.1.2 *Deleted*
- 1.2.1.3 *Deleted*
- 1.2.1.4 Quarterly design peer review meetings (3x)
- 1.2.1.5 Review of Existing Condition reports (6x, 1 per area)

- 1.2.1.6 Review of conceptual designs, and prioritization of interventions (6 areas, 2x per area, 12 total)
- 1.2.1.7 Review of proposed design interventions (in total 8 days of effort)
- 1.2.1.8 Provide explanatory designs/ sketches options, best practices, concept drawings (in total 8 days of effort)

The following subsections will discuss objectives, expected designs and the types of interventions proposed for each of the project areas

1.2.2 Northern Ponds

The Northwest and Northeast Ponds are located immediately upstream of Hempstead Lake, and both ponds are fed by storm water drainage systems running from the heavily urbanized watersheds to the north and potentially groundwater. The water quality in the ponds is relatively poor. Large numbers of floatables are trapped in both ponds and in the open channel that connects them. Currently the forested area in which the ponds are located is hardly connected to or visible from the adjacent neighborhoods. The anticipated interventions in this project area will be focused on:

- (i) Improving the water and flood management of the Northern ponds and the Mill River watershed further downstream
- (ii) Enhancing ecological qualities (e.g. making the ponds more amenable to native aquatic flora and fauna) and recreation opportunities of the ponds and surrounding park area, including enhancing visibility and accessibility
- (iii) Accommodating an attractive greenway from north to south, and
- (iv) Creating educational opportunities and job training programs for the Hempstead High School community that is linked to the vision of an improved watershed

Design review for this project area will include the review of the milestone design documents for:

- Landscape improvements to pond areas and surrounding green space, and
- Connectivity between pond areas, Hempstead High School, and adjacent neighborhoods, with a focus on combining blue/green infrastructure and pedestrian safety measures.

1.2.3 Hempstead Lake

Hempstead Lake is the largest surface water body in the Mill River Watershed. Due to impacts of urbanization such as polluted storm water runoff, toxic spills and influx of floatables, the once flourishing lake ecosystem has significantly degraded. Water quality and subsequent ecosystem improvements in the lake and its tributaries are required to improve the overall ecology of the water system and strengthen the recreational functions of the lake and surrounding park. Although the park is used today, in many respects it is under-utilized and its recreational functions could be significantly improved. The goal in this project area is to improve water and flood management, and increase the recharge of 'clean' waters to the underlying, federally-designated sole-source drinking water aquifer. The ecological quality and diversity of the area, the recreational qualities and amenities of the park, and the public awareness of the park as a county-wide cultural and recreational resource also should be improved.

Design review for this project area will include the review of the milestone design documents for:

- Effects on the surrounding area (roadways, sidewalks, ecology, etc.)

- Pedestrian/bike/horse trails, and traffic flow, to support the development of an improved circulation network that connects to the greenway and the neighboring communities and builds upon local demographics (with an emphasis on creating value for LMI areas) and community resources

1.2.4 Hempstead Dam

Hempstead Dam is designated as a NYSDEC Class C High Hazard Small Dam that was constructed circa 1873. NYS Parks is required to bring the dam into compliance with NYSDEC regulations. The dam's flood gates are currently not operational. Restoring the flood gates represents an opportunity to regulate lake water levels (which can reduce flood risk), support groundwater recharge, and help manage downstream freshwater flow management. From an ecological perspective, the dam itself provides a major obstacle for fish migration into Hempstead Lake. The possibility of utilizing the existing Hempstead Lake Dam and associated infrastructure for flood management, low flow management (for ecosystem purposes) and groundwater recharge should be investigated. The use of the dam is related to the overall Hempstead Lake goals which include improving ecological and recreational conditions within the Park. The need for fish passage past the dam and how this could be facilitated should be investigated.

Design review for this project area will include the review of the milestone design documents for:

- Options to preserve the robust quality of the dam (NYSDECD dam safety issue) and construct a new control station/outlet in South Pond
- Options to develop the dam into a more historical point of interest

1.2.5 Schodack Brook

Schodack Brook is a relatively small natural water system that discharges into South Pond and is fed by the storm water systems of the adjacent neighborhood of the Village of Lakeview. It may provide some added value to flood risk mitigation, and has potential for ecosystem improvements. It also offers opportunities for enhancing public access and recreational use. The interventions in this project area should be focused on reducing flood risk, improving ecological diversity and landscape, and enhancing recreational use.

Design review for this project area will include the review of the milestone design documents for:

- New and updated circulation network that connects to the greenway and into the neighboring communities and facilities, in particular the Lakeview Public Library and Harold Walker Memorial Park

1.2.6 McDonald Pond (optional)

McDonald Pond is a small man-made water body, and is currently utilized primarily for public fishing purposes and was formerly utilized for model boating activities. It provides a small and safe location for area residents to partake in freshwater fishing activities. The improvement of this pond offers opportunities to enhance its ecological conditions, and therefore its recreational uses as a small fishing pond. Interventions in this project area should be aimed at improvement of the water quality and ecological conditions of the pond, and evaluation of the potential to tie the currently isolated pond into the existing freshwater system to improve fish migration patterns.

Design review for this project area will include the review of the milestone design documents for:

- Recreational potential of the pond and identification of design interventions that could support recreational activities

1.2.7 South Pond

South Pond is fed from Hempstead Lake via a water tunnel that connects to Hempstead Dam. The Mill River flows through the pond via its old unregulated dam structure into the brook systems of the Colonial Forest downstream. The pond has some potential for flood storage and could contribute to flood risk reduction downstream. It also provides a link in the ecosystem of the Mill River, but fish passage into South Pond is restricted by a number of currently existing obstacles. South Pond and the adjacent park area are disconnected from its surrounding context due to the presence of Peninsula Boulevard on the east, and Lakeview Drive on the south. The interventions in this project area should aim at increasing South Pond's function for flood risk mitigation, low flow water management, and groundwater recharge. The pond's ecological qualities should also be strengthened. Finally, the recreational functions of and the public access to the area should be improved.

Design review for this project area will include the review of the milestone design documents for:

- Improvements to park visibility and accessibility, park design, connections to neighborhoods, recreational use, and floatable trash removal systems

1.3 DELIVERABLES

The following deliverables will be provided:

- 1.3.1.1 Assessment Framework document, including Watershed Objectives and Indicators of Effectiveness
- 1.3.1.2 International best practice examples and targeted contributions to the designs of the LWTB components located inside the NYS Parks area
- 1.3.1.3 Review design documents submitted by NYS Parks to GOSR

2 Task 2: SCHEMATIC DESIGN OF LWTB COMPONENTS

The LWTB Roadmap divides the Mill River into three sections — Upper, Middle, and Lower—and 18 specific project areas or interventions. Although the design activities are defined per project area, there are strong interrelations between the interventions required in the various projects areas. These interrelations should be taken into account when preparing schematic designs for the three LWTB components discussed in the next sections.

This task is subdivided into 4 main subtasks:

1. Preparation of 30% design for Smith Pond;
2. Preparation of 30% design of Blue Green Park;
3. Preparation of 30% design of Greenway (from NYS Parks area to Bay);
4. Development of supporting tools: tidal hydraulic model & BCA methodology.

2.1 TASK 2.1: SMITH POND

In *Subtask 2.1*, a 30% design of the preferred alternative for Smith Pond is prepared. This subtask will be implemented in 3 stages: (i) pre-design analysis, (ii) conceptual design, and (iii) schematic 30% design. This subtask will focus on the area of Smith Pond itself, the passage of Sunrise Hwy and the part of the Mill River located directly downstream in which the creation of a salt/fresh water transition zone and measures to allow fish migration to upstream waters has been projected in the LWTB Roadmap. This is a relatively short but hydraulically and ecologically complex part of the Mill River system.

The pre-design analyses will include a thorough quantitative analysis of the current conditions in Smith Pond regarding flood safety, water and sediment quality, ecology, current use of the area, access from the surrounding neighborhoods, and a range of legal aspects including for example ownership. A stakeholder assessment will also be carried out, including an assessment of needs and requirements for interventions in and around Smith Pond area. This subtask will deliver an 'Existing Conditions Report,' including a series of detailed maps.

Next, a conceptual design will be prepared. The conceptual design phase includes the development of alternative sets of interventions partially in sketching/design meetings with stakeholders, preparation of explanatory drawings, and basic quantification of for example effectiveness, acceptance and costs. The preferred sets of interventions will be selected and further developed into a Conceptual Design with a number of alternatives.

Finally, the Conceptual Design will be further detailed into the Schematic 30% Design. A series of maps and drawings will be prepared with sufficient detail to be used in the EIS. The Schematic Design includes thematic maps (scale 1:1,000), detailed design drawings, specification of proposed materials, construction and maintenance costs estimates, proposed governance structure, and a basic implementation plan.

Throughout this subtask, coordination with GOSR, stakeholders and other projects plays a key role in order to ensure a fully accepted outcome of this subtask. The coordination includes 3-weekly design team meetings, 2-monthly meetings with the advisory group, 10-20 meetings with (groups of) stakeholders.

2.1.1 Background

Both the upper reaches of the Mill River and Pine Brook equally discharge storm water into Smith Pond. Smith Pond is also the connecting and transition water body between the upper freshwater system and the lower tidal and salt water system. An overflow weir is located at the lower end of the pond with a water level drop of several feet. The tidal influence is stopped by the overflow weir under all except very extreme – Sandy like – situations. No fish passage is currently possible through the culvert and over the weir. Smith Pond is practically disconnected and invisible from the adjacent neighborhoods by busy, multi-lane roads and large fences obstructing entry on nearly all sides. It is also disconnected from the upstream area that is part of the NYS Parks and the Pine Brook system. Although the landscape is quite attractive, the water quality of the pond is poor resulting from the presence of aggressive aquatic vegetation. In order to achieve the project's broader goals of improving the water system's ecology and increasing public access to its recreational resources, the restoration and improvement of Smith Pond is of the highest importance. The interventions in this project area should focus on improving the water quality and ecology of the pond as well as the landscape of the surrounding area. Visibility and accessibility should be improved, and its recreational function strengthened, both towards surrounding neighborhoods as well as the NYS Parks area. Furthermore, the pond's storm water retention capacity should be evaluated in order to control flooding during high-precipitation events.

The Mill River currently has an abrupt transition from fresh to saltwater at the overflow weir at the southern end of Smith Pond. This location also is a dead end for fish migration from the northern tidal sections of Mill River, through the culvert underlying Sunrise Highway into the northern freshwater portions of the watershed. A gradient zone – as further described in the Roadmap Toward a Safe & Sustainable Mill River Water System – should aim to introduce a stepped transition in water levels and salinity downstream of the culvert and in this way enrich ecological variety. This transition should be established and made accessible and visible, so it may also serve educational purposes. Construction of a fish ladder at the downstream side of the Sunrise Highway culvert should facilitate fish migration into Smith Pond. Further connections upstream are necessary for achieve fish migration into the NYS Parks area of the Mill River system as well as the Pine Brook System. The interventions in the project area should aim at opening up the access to the river, improving the sports facilities and connecting them to the greater network of pedestrian and bicycle paths within the urban areas.

2.1.2 Pre-Design Analysis

2.1.2.1 Current progress on the project

- Work in progress: Smith Pond Water Strategy with the following items included:
 - Objectives
 - Overview of the different parameters (e.g. bathymetry, habitats, sediment quality, etc.)
 - Overview of different options based on parameters
 - Data Requirements
- Work in progress: Summary of work on Smith Pond with the following items included
 - Objectives
 - Overview of interventions to improve the water quality, storm water retention and ecology
 - Overview of interventions to create continuous routes connected to the neighborhood
 - Overview of interventions to create a lively park
 - Preliminary schematic design

2.1.2.2 Information and Understanding

Information and understanding will be gained through the following tasks using existing data and data collected during Watershed monitoring (as applicable):

- Assessment of existing conditions of Smith Pond, the Sunrise Highway culvert and river banks directly downstream
- High-resolution topographic / bathymetric survey of the pond and surrounding areas in order to assess the existing pond topographic conditions / bottom conditions and identify habitat rehabilitation opportunities, re-use of pond sediments to sculpt new contours / habitats, etc.
- Assessment of the ecosystem: an inventory, including habitat mapping/ characterization, and potential for improvements
- Collection and analyses of multi-depth sediment samples (per NYSWDEC requirements) to confirm proposed new pond bottom conditions, as well as the chemical conditions of the dredged sediments to be utilized as part of the habitat / land sculpting phase of the project
- Needs assessment for access and use of the Smith Pond area, and for bike and pedestrian connections
- Community and social resiliency assessment, with a focus on the Rockville Centre Housing Authority project directly adjacent to the site

2.1.2.3 Identify and Engage with Key Stakeholders

2.1.2.3.1 *List of stakeholders and their position*

- Core working team. Establish a planning team with LWTB and relevant stakeholders: LWTB, Village of Rockville Centre, Consultants
- Stakeholder group/ advisors. Establish an advisory group: NYSDEC, Village of Lynbrook, Lakeview CPD, LIRR (Rockville Centre Station), Rockville Centre Housing Authority, Avalon Rockville, New York State Department of Transportation, Town of Hempstead, Town of Hempstead Department of Conservation and Waterways, Residents of adjacent neighborhoods, etc.

2.1.2.3.2 *Project structure*

- Iterative design process
- Define project objectives with stakeholders
- Preparation of design meetings by making a presentation and explanatory drawings
- Development of multiple (at least 3) options for the plan area
- Assess the pre-design's efficacy in relation to the overall goals for the Watershed

2.1.2.3.3 *Meetings with core group of design team*

- 13x meetings with core group of design team

2.1.2.3.4 *Bi-monthly meetings with the advisory group*

- 5x meeting with stakeholder group
- 10x meeting with individual stakeholders

2.1.2.3.5 *Public events*

2.1.2.3.5.1 *Deleted*

2.1.2.3.5.2 *Deleted*

2.1.2.3.5.3 *Deleted*

2.1.2.4 Identifying General Objectives

- Manage Flooding – ensuring flood safety
- Strengthen the Ecosystem – improving the water quality to support ecosystem restoration and creating possibilities for fish migration

- Increase Access & Urban Quality – enhancing accessibility and visibility as well as improving spatial quality and everyday use
- Create Local Adaptation and Social Resiliency

2.1.2.5 Integrating General Objectives with Local Objectives

The design should focus on the following aspects:

Manage Flooding

- Establish the position of Smith Pond within the Mill River Watershed, including possibilities for water quality improvement and storm water storage and control upstream. Various design/evaluation cycles are anticipated. Activities include:
 - Selection of flood risk management measures.
 - Running and analyzing model simulations for design alternatives under design conditions for the following parameters:
 1. Fresh-Salt Gradient / Ecology
 2. Combined or Separated Water systems
 3. Water Storage / VolumeThe use of the tidal model (see tools) will be required to assess the salinity gradients in the water system under various circumstances with the LKB model providing the upstream boundary conditions. Aspects 2 and 3 will be determined used the LKB HEC-RAS model with the tidal model providing the downstream boundary conditions.
- Reinforce / elevate pond banks (potentially with sediments dredged from the pond) to accommodate higher water levels to increase the pond's storm water storage capacity; use "working with nature" methods
- Implement a water control feature to control higher water levels during high precipitation events

Strengthen the Ecosystem

- Improve water connections at Sunrise Highway; remove ecological barriers
- Improve fish migration by implementing a fish ladder at the overflow weir of Smith Pond
- Improve fish migration from Smith Pond towards two upstream river systems: Pine Brook and Mill River (South Pond)
- Improve water quality and ecological diversity of the pond by dredging the pond; use "working with nature" methods such as adding wetlands, using bio-filters, introducing tidal influence.
- Improve water quality by introducing wetland filters to treat arriving surface water, if possible, with fish breeding functions
- Improve water quality by introducing wetland filters to treat the first flush of storm water associated with a precipitation; and, if feasible, improve aquatic fauna breeding habitat(s) via the filter systems
- Ecological restoration by creating a stepwise transitions or series of steps in water levels and salinity downstream of the Sunrise Highway culvert and upstream towards both South Pond and Pine Brook.

Increase Access and Urban Quality

- Accommodate the Greenway

- Improve access to the pond by introducing park routes, opening up the view to the pond and removing fences
- Improve connections with the adjacent neighborhoods by introducing clearly visible park access points and park routes linked to the adjacent neighborhoods
- Strengthen the park's identity by introducing unique park elements (furniture design, signage, etc.)
- Improve recreational functionality
- Connect and integrate the Rockville Center Housing Authority (RCHA) site, the small park area connected to the RCHA site, the Sunrise Highway crossovers, and the proposed Greenway
- Create a continuous park zone linked to the NYS Parks area, e.g. continuous routes, enhancing visibility etc.

Create Local Adaptation and Social Resiliency

- Develop an educational program that is linked to the Watershed interventions (fish passage, restored transition zone, wetland development)
- Develop an educational program related to the proposed restoration of the transition zone (e.g., explanatory kiosks, periodic educational visits / seminars, fish-counting / observation events, school science field trips, etc.)
- Develop educational arts program on the development of local park furniture or other elements from products originating from the Smith Pond area. For example, teaching students how to cut a tree and create a wooden bench from the trunk.
- Develop an operation & maintenance program for local residents on how to maintain valuable landscapes in a cost effective and resilient way.

2.1.3 Conceptual Design

2.1.3.1 Development of alternatives

2.1.3.1.1 *Using sketching and regular design meetings to get a series of different design concepts resulting in a matrix with a maximum amount of options*

2.1.3.1.2 *Illustrate each concept with explanatory drawings (water system, circulation, clearing of vegetation, uses, cross sections, etc.)*

2.1.3.1.3 *Identify pro's and con's for each options from the perspectives of both users and stakeholders*

2.1.3.2 Selection of alternatives

2.1.3.2.1 *Evaluate different options using the BCA and Hydraulic Model tools. Narrow down options and refine into three comprehensive concepts; Evaluate different options with respect to their impact on hydrology, ecology, access and use, and social resiliency. Evaluate different options with respect to project objectives and RBD objectives*

2.1.3.2.2 *Define requirements for the EIS and permitting procedures; Develop first assessment with EIS Team.*

2.1.3.2.3 *Identify governance and operation and maintenance aspects related to design.*

2.1.3.3 Develop preferred alternative

2.1.3.3.1 *Propose a preferred design alternative.*

2.1.3.3.2 *Prepare a Conceptual Design Report*

- 2.1.3.4 Development of Educational Program: Watershed Interventions
- 2.1.3.5 Development of Educational Program: The Art of Natural Furniture
- 2.1.3.6 Development of Educational Program: Operation & Maintenance

2.1.4 Schematic Design

In preparation of the Schematic Design the following activities are required:

- 2.1.4.1 *Prepare Schematic Design of the preferred option*
 - 2.1.4.1.1 *1x Site plan (scale 1:1000)*
 - 2.1.4.1.2 *Thematic map water system*
 - 2.1.4.1.3 *Thematic map differences in elevation*
 - 2.1.4.1.4 *Thematic map ecology*
 - 2.1.4.1.5 *Thematic map trees and green structures*
 - 2.1.4.1.6 *Thematic map park atmospheres*
 - 2.1.4.1.7 *Thematic map park program*
 - 2.1.4.1.8 *Thematic map educational program*
 - 2.1.4.1.9 *Thematic map routes*
 - 2.1.4.1.10 *Thematic map vista's and clearing of vegetation / removing fences*
 - 2.1.4.1.11 *Thematic map objects*
 - 2.1.4.1.12 *Thematic map operation and maintenance*
- 2.1.4.2 *Precedent images illustrating the thematic maps*
- 2.1.4.3 *6x Renderings illustrating the main interventions*
- 2.1.4.4 *8x Cross section combined with site plan illustrating the main interventions (scale 1:200)*
- 2.1.4.5 *5x Detailed design for custom made park elements (scale 1:20)*
- 2.1.4.6 *Proposal for materials*
- 2.1.4.7 *Prepare cost estimates*
- 2.1.4.8 *Identify governance and operation and maintenance aspect related to design (Second assessment)*
- 2.1.4.9 *Prepare a Schematic Design Report*
- 2.1.4.10 *Support GOSR with project implementation.*
- 2.1.4.11 *Prepare Project Implementation Report with detailed specifications of project implementation approach.*

2.1.5 Notes and Assumptions

- GOSR will lead and conduct outreach efforts.
- The level of detail of the schematic designs required for the EIS and permitting can be clearly identified at the start of the design process.

2.1.6 Planning Schedule

- 2.1.6.1 Phase I: Pre-Design Analysis – 16 weeks
 - Pre-Design Analysis – 8 weeks
 - 3x meeting core Design Team
 - 1x meeting Stakeholder Group

- 2x meeting Individual Stakeholders
- Identifying Objectives – 8 weeks
 - 2x meeting core Design Team
 - 1x meeting Stakeholder Group
 - 2x meeting Individual Stakeholders

2.1.6.2 Phase II: Conceptual Design Analysis – 16 weeks

- Development of Alternatives – 6 weeks
 - 2x meeting core Design Team
 - 1x meeting Stakeholder Group
 - 2x meeting Individual Stakeholders
- Selection of Alternatives – 6 weeks
 - 2x meeting core Design Team
 - 2x meeting Individual Stakeholders
- Compose Preferred Alternative – 4 weeks
 - 1x meeting core Design Team
 - 1x meeting Stakeholder Troup

2.1.6.3 Phase III: Schematic Design – 8 weeks

- Elaboration of Preferred Alternative – 8 weeks
 - 3x meeting core Design Team
 - 1x meeting Stakeholder Group
 - 2x meeting Individual Stakeholders

2.1.7 Deliverables

- Pre-Design Analysis Report
- Conceptual Design Report
- Schematic Design Report
- Project Implementation Report (for non-physical interventions) and associated materials and documentation

2.2 TASK 2.2: BLUE GREEN PARK

In *Subtask 2.2*, a 30% design of the preferred alternative for the Blue Green Park is prepared. This subtask follows the same staging as discussed above for Smith Pond. This subtask will focus on the area of the Blue Green Park, and Rockaway High School, which is located immediately downstream of the Smith Pond, along the Mill River. This is a relatively short section of the Mill River system, but used intensively by various stakeholders.

The pre-design analyses, the Conceptual Design and the Schematic 30% Design will follow the same approach as discussed for Smith Pond. Throughout this subtask coordination with GOSR, stakeholders and other projects plays a key role in order to ensure a fully accepted outcome of this subtask. The coordination includes design team meetings, meetings with the advisory group, meetings with (groups of) stakeholders. These meetings will be largely combined with the coordination meetings for Smith Pond in order to reduce the required effort.

2.2.1 Background

The area on the west bank of the Mill River, south of South Park Avenue, is currently utilized as a staging area for the Village of Rockville Centre. There are opportunities to allow for its continued use by the Village, as well as increasing public access to the river banks, park facilities and to provide water storage during flooding events. At this location, the development of the Blue Green Park is proposed. The goal is to transform this area into a publically-accessible park that incorporates existing Village functions, while also adds new programs, spaces and activities. Proposed new paths and a pedestrian/bike bridge will provide connections to the larger Greenway. The existing functions in the area should be improved where possible. The construction of the Blue Green Park offers opportunities to add storage capacity to the existing storm water system and/or the Mill River itself. The park also offers opportunities for filtration of storm water outfalls prior to discharging into the Mill River. Based upon available information, the area is known to be predominantly underlain by anthropogenic fill materials.

The Blue Green Park has highly relevant water and ecological connections towards Sunrise Highway (upstream) and Atlantic Avenue (downstream) that help identify several design opportunities.

Upstream in the so called gradient-zone, the goal is to introduce a stepped transition in water levels and salinity downstream of Sunrise Highway to enrich ecological variety. This transition will be made and accessible and visible, so it may also serve educational purposes. By establishing higher water levels than are currently present, fish passage into Smith Pond can potentially be supported or even directly facilitated. This would influence the whole gradient zone, including riverbanks and ecosystem, and would require further investigation. Introducing check valves and/ or floatable filters will control and purify storm water runoff from surrounding neighborhoods.

Downstream, towards Atlantic Avenue, the grounds of East Rockaway High School were severely damaged during Superstorm Sandy. While the fields have been repaired, the site is still vulnerable. Also, bike and pedestrian access to the school is limited. The goal for this area is to explore design options that help reduce the school's vulnerability to flooding, improve the quality and operations of its sports fields, and enhance non-vehicular access to the site. The high school's football field bleachers are located on the river bank. Due to erosion of the bank, the structural stability of these stands may be compromised. The project aims to improve the river banks while at the same time improving conditions for the grandstand, enhancing ecological restoration and purifying storm water. This intervention also provides

possibilities for improving the pedestrian and bike route network alongside the Mill River, and enhancing the connection between East Rockaway High School and the Mill River (see also Greenway, task 2.3). The potential implementation of a tidal gate at Atlantic Avenue will influence the storage capacity of the overall river system and the Blue Green Park.

2.2.2 Pre-Design Analysis

2.2.2.1 Current progress on the project

- Work in progress: Summary of work on Blue Green Park with the following items included
 - Objectives
 - Overview of interventions to improve the Watershed and ecology (by improving the quality of storm water runoff discharging into the adjacent Mill River)
 - Overview of interventions to create continuous routes connected to the neighborhood
 - Overview of interventions to create a lively park and incorporate existing functions
 - Preliminary Design and alternatives

2.2.2.2 Information and Understanding

Information will be gathered through the following tasks using existing data and data collected during watershed monitoring (as applicable):

- Assessment of the water system in the area, including storm water system, water levels, and extent/frequency of urban flooding
- Test-pit excavation program will be conducted to allow the physical inspection of the sub-surface materials (believed to consist of materials of anthropogenic origins which may be impacted and / or unsuitable from a geotechnical perspective to construction) as well as the evaluation for the chemical / contamination conditions of the underlying materials per NYSDEC requirements
- Assessment of the ecosystem; an inventory, including habitat mapping/characterization, and potential for improvements
- Study of local hydrology, river/ shore topography and bank stability
- Inventory of the current municipal storage functions of the current Blue Green Park area
- Identification of options for the reusing/recycling of goods (e.g. firewood, mulch) currently available onsite (potentially with Rockville Centre residents)
- Information about other functions of the area, including baseball fields and parking
- Assessment of accessibility to the river
- Assessment of bike and pedestrian routes to and along the school area
- Information about potential benefits for local schools and community groups

2.2.2.3 Identify and Engage with Key Stakeholders

2.2.2.3.1 *List of Stakeholders and their position*

- Core Working Team. Establish a planning team with LWTB and relevant stakeholders: LWTB, Village of Rockville Centre, East Rockaway High School, NYSDEC, Consultants
- Stakeholder Group/ Advisors. Establish an advisory group: Villages of Rockville Center and East Rockaway, East Rockaway High School (East Rockaway School District), Nassau County Department of Public Works, local sports leagues, Operation Splash, Town of Hempstead Department of Conservation and Waterways, Residents of adjacent neighborhoods

2.2.2.3.2 *Project structure*

- Shared design development, iterative design process
- Define project objectives with stakeholders LWTB prepares design meetings
- LWTB develops multiple options for the plan area
- LWTB assesses the pre-design's efficacy in relation to the overall goals for the Watershed

2.2.2.3.3 *Meetings with core group of design team*

- 13x meeting with core group of design team (largely combined with meetings for Smith Pond)

2.2.2.3.4 *Bi-monthly meeting with ring of advisors*

- 5x meeting with stakeholder group (largely combined with meetings for Smith Pond)
- 10x meeting with individual stakeholders (largely combined with meetings for Smith Pond)

2.2.2.3.5 *Public events*

2.2.2.3.5.1 *Deleted*

2.2.2.3.5.2 *Deleted*

2.2.2.3.5.3 *Deleted*

2.2.2.4 Identifying General Objectives

- Manage Flooding – ensuring flood safety
- Strengthen the Ecosystem – improving the water quality to support ecosystem restoration
- Increase Access & Urban Quality – enhancing accessibility and visibility and improving spatial quality
- Create Local Adaptation and Social Resiliency

2.2.2.5 Integrating General Objectives with Local Objectives

The design should focus on the following aspects:

Manage Flooding

- Establish the position of the Blue Green Park within the Mill River Watershed, including possibilities for water quality improvement and floodwater storage. Various design/evaluation cycles are anticipated. Activities include:
 - Selection of flood risk management measures.
 - Running and analyzing model simulations for design alternatives under design conditions for at least two scenarios:
 - Scenario 1: Open waterway (no gates) from Mill River to the Bay. (Local) storm water storage and filtration. (No Storage of Mill River water)
 - Scenario 2: Tidal gate at Rockaway Channel. (Local) storm water storage and filtration in combination with storage of Mill River water (“Room for the River”).

The tidal model will be used to assess the effectiveness of both scenarios under a range of design conditions. The upstream boundary condition for the main stem of the Mill River will be provided by the LKB model.
- If the design of a potential tidal gate proves to be a viable option, this design element could be developed as a subsequent project and integrated into the Blue Green Park's design.
- Regrading soil to create more (water) storage capacity
- Introduction of check valves

- Development and design of three different kinds of bulkheads preventing flooding with higher water levels.

Strengthen the Ecosystem

- Improved water quality by introducing wetland filters to treat arriving storm water
- Creation of salt - brackish water transition, and enrich ecological variety through increased quality of the aquatic habitat
- Allow fish migration between the middle Mill River to Smith Pond
- Reconfiguration of the shoreline to enhance biodiversity and access
- Introduce floating water filters

Increase Access and Urban Quality

- Accommodate the Greenway
- Improve access to the Mill River by introducing park routes, opening up views to the river and removing fences
- Improve connections by introducing visible access points and park routes linked to the adjacent neighborhoods
- Improve access to river, bicycle and pedestrian connections to adjacent sporting facilities
- Improve recreational usage by improving and re-organizing the parking area and the municipal storage site and adding programs and spaces that attract visitors to the park
- Strengthen the park's identity by introducing park elements, such as a coordinated family of furniture and signage

Create Local Adaptation and Social Resiliency

- Develop strategies to maximize reuse of materials currently stored on the site, such as mulch, leaves, etc., and develop educational programs to increase awareness and to strengthen reuse strategies
- Create job training and small business development opportunities that support the Park's redevelopment.
- Develop an public awareness campaign that highlights best practices to reduce flooding and improve water quality and ecology
- Create programming opportunities to attract residents to the park

2.2.3 Conceptual Design

2.2.3.1 Development of alternatives

2.2.3.1.1 *Using sketching and regular design meetings to define a series of different design concepts resulting in a matrix with a maximum amount of options*

2.2.3.1.2 *Illustrate up to three concepts with explanatory drawings (water system, routing, clearing of vegetation, uses, cross sections, etc.)*

2.2.3.1.3 *Identify pro's and con's for each option from the perspective of both users and stakeholders*

2.2.3.2 Selection of preferred alternatives

- 2.2.3.2.1 *Evaluate different options using the BCA and Hydraulic Model tools. Narrow down options and refine into three comprehensive concepts. Evaluate different options with respect to their impact on hydrology, ecology, access and use, and social resiliency. Evaluate different options with respect to Project Objectives and RBD Objectives*
- 2.2.3.2.2 *Define requirements for the EIS and permitting procedures, first assessment with EIS Team.*
- 2.2.3.2.3 *Identify governance and operation and maintenance aspects related to design.*
- 2.2.3.3 Compose Preferred Alternative
 - 2.2.3.3.1 *Propose a preferred design alternative.*
 - 2.2.3.3.2 *Prepare a Conceptual Design Report*
- 2.2.3.4 Development of a Job Training Program: Green business development
- 2.2.3.5 Development of Educational Programs:
- 2.2.3.6 Development of Public Programs

2.2.4 Schematic Design

In preparation of Schematic Design, the following activities are required

- 2.2.4.1 *Prepare Schematic Design of the preferred option*
 - 2.2.4.1.1 *1x Site plan (scale 1:1000)*
 - 2.2.4.1.2 *Thematic map water system*
 - 2.2.4.1.3 *Thematic map differences in elevation*
 - 2.2.4.1.4 *Thematic map ecology*
 - 2.2.4.1.5 *Thematic map trees and green structures*
 - 2.2.4.1.6 *Thematic map park atmospheres*
 - 2.2.4.1.7 *Thematic map park program*
 - 2.2.4.1.8 *Thematic map educational program*
 - 2.2.4.1.9 *Thematic maps (x4) storage and material flows*
 - 2.2.4.1.10 *Thematic map routes*
 - 2.2.4.1.11 *Thematic map vista's and clearing of vegetation / removing fences*
 - 2.2.4.1.12 *Thematic map objects*
 - 2.2.4.1.13 *Thematic map operation and maintenance*
- 2.2.4.2 Precedent images illustrating the thematic maps
- 2.2.4.3 4x Rendering illustrating the main interventions
- 2.2.4.4 8x Cross section combined with site plan illustrating the main interventions (scale 1.200)
- 2.2.4.5 5x Detailed design for custom made park elements (scale 1.20)
- 2.2.4.6 Proposal for materials
- 2.2.4.7 Prepare cost estimates
- 2.2.4.8 Identify governance and operation and maintenance aspect related to design (Second assessment)
- 2.2.4.9 Prepare a Schematic Design Report
- 2.2.4.10 Support GOSR with project implementation.
- 2.2.4.11 Prepare Project Implementation Report with detailed specification of project implementation approach.

2.2.5 Notes and Assumptions

- GOSR will lead outreach efforts. The design team will support GOSR in these activities.
- The level of detail of the schematic designs required for the EIS and permitting can be clearly identified at the start of the design process.

2.2.6 Planning Schedule

2.2.6.1 Phase I: Pre-Design Analysis – 16 weeks

- Pre-design Analysis – 8 weeks
 - 3x meeting core Design Team
 - 1x meeting Stakeholder Group
 - 2x meeting Individual Stakeholders
- Identifying objectives – 8 weeks
 - 2x meeting core Design Team
 - 1x meeting Stakeholder group
 - 2x meeting Individual Stakeholders
- Above mentioned meetings are largely combined with similar meetings for Smith Pond.

2.2.6.2 Phase II: Conceptual Design – 16 weeks

- Development of Alternatives – 6 weeks
 - 2x meeting core Design Team
 - 1x meeting Stakeholder group
 - 2x meeting Individual Stakeholders
- Selection of Alternatives – 6 weeks
 - 2x meeting core Design Team
 - 2x meeting Individual Stakeholders
- Compose Preferred Alternative – 4 weeks
 - 1x meeting core Design Team
 - 1x meeting Stakeholder Group
- Above mentioned meetings are largely combined with similar meetings for Smith Pond.

2.2.6.3 Phase III: Schematic Design– 8 weeks

- Elaboration of Preferred Alternative – 8 weeks
 - 3x meeting core Design team
 - 1x meeting Stakeholder group
 - 2x meeting Individual Stakeholders
- Above mentioned meetings are largely combined with similar meetings for Smith Pond.

2.2.7 Deliverables

- Pre-Design Analysis Report
- Conceptual Design Report
- Schematic Design Report
- Project Implementation Report (for non-physical interventions) and associated materials and documentation

2.3 TASK 2.3: GREENWAY

In *Subtask 2.3*, a 30% design of the preferred alternative for the Greenway is prepared. This subtask follows approximately the same staging as discussed above for Smith Pond and Blue Green Park. This subtask will focus on the area of the Greenway from the southern border of NYS Parks area down to the Bay side. This is a complex trajectory in which the Greenway should effectively and safely cross a number of major roads including Sunrise Highway and Atlantic Avenue, and pass through relatively high density areas. The work on the Greenway within NYS Parks area should be closely coordinated with this project in Tasks 1 and in this subtask.

The pre-design analyses, the Conceptual Design and the Schematic 30% Design will follow a similar approach as discussed for Smith Pond and the Blue Green Park. The pre-design analyses will include a thorough quantitative analysis of the current traffic and mobility conditions in the area of the middle and lower Mill River including aspects like current use of the area, access from the surrounding neighborhoods, and a range of legal aspects including for example ownership. A stakeholder assessment will be carried including an assessment of needs and requirements for the Greenway. The Conceptual Design and Schematic 30% will again incorporate similar steps as mentioned for the previous project areas but with a focus on the aspects relevant for the Greenway (mobility, access from adjacent area, multi modal transport opportunities, safety etc.).

Throughout this subtask coordination with GOSR, stakeholders and other projects plays a key role in order to ensure a fully accepted outcome of this subtask. The coordination includes design team meetings, meetings with the advisory group, meetings with (groups of) stakeholders. These meetings will again be largely combined with the coordination meetings for Smith Pond and the Blue Green Park in order to reduce the required effort.

2.3.1 Background

The Mill River is an important element in the Long Island water system but to date is hardly an accessible or visible water body. Much of the river's edge has been privatized, and the public spaces that remain are in a disconnected patchwork. Because of this lack of visibility, accessibility, and connectivity, some parts of the river have severely degraded, both from a habitat / environmental perspective, as well as from aesthetic conditions. Existing routes toward or along the river are ad-hoc (e.g., trash lines informal trails) and discontinuous, and the adjacent neighborhoods' access to the river is poor. Improved accessibility and visibility of the Mill River will increase safety, and enhance the ecological and landscape value of this water course. It will also increase the recreational opportunities for the densely populated communities around the river. The overall scale of the area is ideal for biking, walking and boating. Developing a continuous Greenway will be a strong tool to bind the current, rather fragmented, suburban layout along and adjacent to the Mill River, into an attractive public amenity. Currently disconnected recreational and open resources, as well as schools, will be linked into a coherent system of pedestrian and bike paths, and result in the creation of a new green-blue identity that is connected and visible to all adjacent communities. Another goal of the Greenway component of the project is to adopt and develop new sites along the Mill River that are presently underutilized and / or not accessible. Bringing back or using historical background (e.g. maritime / fishing culture) is expected to refresh the importance of this area of Long Island. As part of the proposed step-by-step implementation of the Greenway, each project component will be studied to benefit "Access and Use" in combination with anticipated benefits for flood safety, ecology and local adaptation and social resiliency.

2.3.2 Pre-Design Analysis

2.3.2.1 Current progress on the project

In the pre-planning phase, a preliminary design for the Greenway was prepared which included the following:

- Options for routing
- Identification of “bottlenecks”
- Overview of missing links in the route
- Connections to adjacent neighborhoods
- Potential construction materials which varied along the course of the Greenway
- Integrated solar powered solutions (e.g. recharging stations, trash compactors, etc.)

2.3.2.2 Information and Understanding

Information and understanding will be gained through the following tasks using existing data.

- Develop base maps: (e.g., streets and sidewalks, land use, property ownership, traffic analyses, topography, geotechnical assessments, existing drainage system details, historic resources, etc.)
- It is anticipated that a physical inspection of a limited area of the existing municipal storm water system will be required
- Circulation/traffic (car/bike/pedestrian)
- Programs linked to the Greenway
- Historical developments and background
- Missing data

2.3.2.2.1 *Identify Key Stakeholders and their position*

- Core Working Team. Establish a planning team with LWTB and relevant stakeholders: Rockville Centre, East Rockaway, Oceanside, Bay Park, East Rockaway High School, Long Island Railroad (LIRR), Department of Transportation, and NCDPW
- Stakeholder Group/ Advisors. Establish an advisory group: Department of Conservation and Waterways, Bay Park Sewage Treatment Plant, HUD, Nassau County, Department of Public Works, Middle and High Schools, Nassau-Suffolk Bicycle Coalition

2.3.2.2.2 *Define and outline project structure*

Collaboration: two levels of working based upon the following:

1. An overall strategy for the identity of the Greenway including the following overarching elements: routing, traffic, safety, signage, furniture and others. The goal for this level or phase is to produce a “book of design styles” which defines the overall identity for the Greenway project and which is supported by the main stakeholders along the route.
2. On the basis of the book of design styles, detailed designs for the different sections of the Greenway will be prepared.
3. Design team will develop design proposals, with stakeholders providing additional information. It is anticipated that stakeholders will provide feedback during workshops and meetings.

2.3.2.2.3 *Meetings with core group of design team (12x)*

- Design team prepares the design session
- Design team develops multiple options for the plan area
- Design team will assess the design’s impact on the goals for the overall watershed.
- Bi-monthly meeting with the advisory group (4x)
- 5x meeting with the stakeholder group
- 8x meeting with individual stakeholders

Above mentioned meetings with largely be combined with similar meeting for Smith Pond and Blue Green Park.

2.3.2.2.4 *Public events*

2.3.2.2.4.1 *Deleted*

2.3.2.2.4.2 *Deleted*

2.3.2.2.4.3 *Deleted*

2.3.2.3 Identifying General Objectives

- Create a continuous Greenway along the Mill River and its associated water bodies. The Greenway will be designed to effectively “handshake” with the portions of the greenway trail components on NYS Park’s property.
- Improve access to Greenway resources, including Mill River, the riverfront and adjacent park spaces;
- Increase cultural/ historic understanding of the river, including the rich maritime/ fishing history of the area;
- Introduce new public spaces and programs that enhance the everyday use of public areas and strengthen the blue-green identity of the area;
- Increase the connectivity with the adjacent communities

2.3.2.4 Integrating General objectives with Local Objectives

With the design of the Greenway, new opportunities and objectives will be available for local stakeholders. Within the dialogue with the stakeholders, we will be able to identify these local objectives. The design should include on the following aspects:

2.3.2.4.1 *Identify potential programs for the Greenway, including recreational and educational opportunities*

2.3.2.4.2 *Identify possibilities for economic development*

2.3.2.4.3 *Identify opportunities to link the Greenway to improvements in water management and ecology. For example: River bank improvement at the edge at East Rockaway High School that incorporates the proposed greenway and reduces flood risk.*

2.3.3 Conceptual Design

2.3.3.1 Development of Design Catalogue ‘Book of design styles’

2.3.3.1.1 *Development of Typologies: Combination existing roads, new pathways, paths over water, crossings*

2.3.3.1.2 *Planting: Species, sizes, borders, etc. (scale 1:100)*

2.3.3.1.3 *Fixtures: benches, trash compactors, explanatory markers, signage, bridges, recharge spots, etc. (scale 1:100)*

2.3.3.1.4 *Road/ path Materials: Shells, concrete, asphalt, wood chips, solar, illuminated, plastic, etc. (scale 1:100)*

2.3.3.2 Development of alternatives for: routes, bottlenecks and missing links

2.3.3.2.1 *Routes: Using sketching and regular design meetings to get three detailed designs for all the different sections of the Greenway*

2.3.3.2.2 *Bottlenecks: Using sketching and regular design meetings to develop three options for two specific bottlenecks; Sunrise Highway and Ocean Ave (scale 1:500)*

2.3.3.2.3 *Missing Links: Using sketching and regular design meetings to develop three options for four missing links on the route;*

- 2.3.3.2.3.1 Handshake area (scale 1 to 500)
- 2.3.3.2.3.2 Blue Green Park (scale 1 to 500)
- 2.3.3.2.3.3 East Rockaway High School (scale 1 to 500)
- 2.3.3.2.3.4 Bay Park (scale 1 to 500)
- 2.3.3.2.4 Specific connections**
- 2.3.3.2.4.1 Strategy for connecting the Greenway to the upper Mill River (connecting to NYS Parks and Pine Brook)
- 2.3.3.2.4.2 Connections to adjacent neighborhoods (LMI) and train stations, design 4 example designs
- 2.3.3.2.5 *Identify pro's and con's for each option from perspective user and stakeholder*
- 2.3.3.2.6 *Reporting and presentations along the process*
- 2.3.3.3 Selection of preferred alternatives**
- 2.3.3.3.1 *Interact with the design team to evaluate the effectiveness of intervention measures that are being considered. Support during various design/evaluation cycles is anticipated*
Evaluate different options (routes, bottlenecks, missing links) using the BCA and Hydraulic Model tools. Narrow down options and refine into three comprehensive concepts. Evaluate different options with respect to their impact on hydrology, ecology, access and use, and social resiliency.
- 2.3.3.3.2 *Evaluate different options with respect to Project Objectives and RBD Objectives*
- 2.3.3.3.3 *Define requirements for the EIS and permitting procedures, first assessment with EIS Team.*
- 2.3.3.3.4 *Identify governance and operation and maintenance aspects related to design (first assessment).*
- 2.3.3.4 Compose Preferred Alternative**
- 2.3.3.4.1 *Propose a preferred design alternative.*
- 2.3.3.4.2 *Engineering - Pedestrian/bike bridge that extends along the waterfront along Rolling River Day Camp*
- 2.3.3.4.3 *Prepare a Conceptual Design Report*

2.3.4 Schematic Design

In preparation of the schematic design the following activities are required

- 2.3.4.1 Prepare Schematic Design of the preferred option**
- 2.3.4.1.1 *1x Site plan of the route along the Mill River (scale 1:2000)*
- 2.3.4.1.2 *Thematic map atmospheres*
- 2.3.4.1.3 *Thematic map route*
- 2.3.4.1.4 *Thematic map vistas*
- 2.3.4.1.5 *Thematic map trees and planting*
- 2.3.4.1.6 *Thematic map objects*
- 2.3.4.1.7 *Thematic map operation and maintenance*
- 2.3.4.1.8 *Precedent images illustrating the thematic maps*
- 2.3.4.1.9 *2x Site plan of the bottlenecks (scale 1:500)*
- 2.3.4.1.10 *4x Site plan of the missing links (scale 1:1000)*
- 2.3.4.1.11 *Precedent images illustrating the thematic maps*
- 2.3.4.1.12 *12x Rendering illustrating the main interventions*
- 2.3.4.1.13 *20x Cross section combined with site plan illustrating the main interventions (scale 1:100)*
- 2.3.4.1.14 *6x Detailed design for custom made route elements (scale 1:20)*
- 2.3.4.1.15 *Proposals for materials (based upon catalogue)*

2.3.4.1.16 *Proposals for the use of furniture, schematic design for custom made furniture (based upon catalogue)*

2.3.4.2 Prepare cost estimates

2.3.4.3 Identify governance and operation and maintenance aspect related to design (Second assessment)

2.3.4.4 Prepare a Schematic Design Report

2.3.4.5 Support GOSR with project implementation.

2.3.4.6 Prepare detailed specification of project implementation approach.

2.3.5 Notes and Assumptions

- GOSR will be leading outreach. The design team will support GOSR in these activities.
- The level of detail of the schematic designs required for the EIS and permitting can be clearly identified at the start of the design process.

2.3.6 Planning Schedule

2.3.6.1 Phase I: Pre-Design Analysis – 12 weeks

- Pre-design Analysis – 8 weeks
 - 3x meeting core Design Team
 - 1x meeting Stakeholder Group
 - 2x meeting Individual Stakeholders
- Identifying objectives – 4 weeks
 - 2x meeting core Design Team
 - 2x meeting Individual Stakeholders
- Above mentioned meetings with largely be combined with similar meeting for Smith Pond and Blue Green Park.

2.3.6.2 Phase II: Conceptual Design Analysis – 16 weeks

- Development of Alternatives – 6 weeks
 - 2x meeting core Design Team
 - 1x meeting Stakeholder group
 - 2x meeting Individual Stakeholders
- Selection of Alternatives – 4 weeks
 - 2x meeting core Design Team
 - 2x meeting Individual Stakeholders
- Compose preferred Alternative – 6 weeks
 - 1x meeting core Design Team
 - 1x meeting Stakeholder group
- Above mentioned meetings with largely be combined with similar meeting for Smith Pond and Blue Green Park.

2.3.6.3 Phase III: Schematic Design – 6 weeks

- Elaboration of preferred Alternative – 6 weeks
 - 2x meeting core Design Team
 - 2x meeting Stakeholder group
- Above mentioned meetings with largely be combined with similar meeting for Smith Pond and Blue Green Park.

2.3.7 Deliverables

- Pre-Design Analysis Report
- Conceptual Design including prioritization of interventions
- Schematic Design Report (including design drawings) per project
- Schematic Design Package per project
- Project Implementation Report (for non-physical interventions) and associated materials and documentation

2.4 TASK 2.4: SUPPORTING TOOLS

In *Subtask 2.4*, a two tools will be developed that will support the design and evaluation of interventions for the above mentioned three project components. The tools include the development of (i) an hydraulic model for the tidal part of the Mill River, and (ii) a Benefit Cost Analysis (BCA) tool.

2.4.1 Hydraulic Model

The feasibility and design of flood management strategies for the project area (including Mill River design plans) need to be assessed. The assessments will support the development and evaluation of effective flood management measures and strategies. To perform these assessments, a hydraulic computer model will be required to accurately simulate the effects of hurricanes, nor'easters and other meteorological events on the water levels and flows in the bays, creeks, and estuaries.

The hydraulic model should allow for determining the maximum water level, flood discharges and flood flow velocities in the tidal part of the river, flooding extent and duration along the middle and lower Mill River, and salinity intrusion in the project area under a range of design conditions. Subsequently, the hydraulic model will be applied to assess the potential effects of the flood management measures for Smith Pond and the Blue Green Park. For design of the Coastal Restoration also a wave model will need to be developed but this is not part of this SOS. The tidal model should be complementary to the LKB model that covers the water system down to Smith Pond. The actual development of the model and preparation of a range of design boundary conditions is part of this task. The actual evaluation of proposed interventions is part of Tasks 2.1 and 2.2.

Without a hydraulic simulation model no reasonably accurate estimates of flood levels, extent and duration under design conditions can be obtained. Thus the effectiveness of designs cannot be accurately quantified and consequently optimized. In that case there is generally a tendency to overdesign flood protection infrastructure resulting in relatively expensive constructions. Investing in the development of a hydraulic model – generally such investments are a few orders of magnitude lower than the cost of over or inadequately designed flood management infrastructure – almost without exception pays back easily.

Activities under this task include:

- Updating and refining the existing but basic– Delft3D Bay and Lower/Middle Mill River flood simulation model which has been developed in the RBD stage and in associated research projects by adding more detail and better incorporation of the tidally influenced sections of the Bay and Mill River south of Sunrise Hwy, including:
 1. additional bathymetric data,
 2. more detailed digital elevation data with a focus on elevated 'line elements' like levees, roads and railways and related underpasses.
 3. land use data with a focus on buildings where needed.
- The calibration of the model will be verified using additional hydro-meteorological and flood data, and updated / fine-tuned where needed.
- Application of the calibrated numerical model for the Bay and Lower/Middle Section of Mill River (south of Sunrise Hwy) to support the schematic design of the Smith Pond and the Blue Green Park by assessing the hydraulic effectiveness of proposed and conceptually designed flood management and other intervention measures. This includes the following activities:
 - Supporting selection of flood risk management measures.

- Running and analyzing model simulations for design alternatives under design conditions.
- Interacting with the design team to evaluate the effectiveness of intervention measures that are being considered. Support during various design/evaluation cycles is anticipated.
- Reporting and presentation

2.4.2 Benefit Cost Analysis

One minimum condition for successful implementation of the Mill River Watershed program is that the program will need to be effective, i.e., the benefits have to outweigh costs. The project's effectiveness will be assessed with the benefit cost analysis (BCA) ensuring economic feasibility of the Mill River Watershed program and projects. The BCA will need to consider life cycle costs, risks, and the full range of benefits, not limited to water safety benefits.

The *BCA Tool* is not just a regular FEMA BCA. Some of the proposed interventions have either no direct flood protection benefits or only have an indirect or combined effect. Standard tools (e.g. FEMA-BCA tool) typically do not consider such benefits. We will include water safety benefits, ecological benefits, social and economic benefits and other benefits related to the use and future use of the Watershed. Sources for valuation of effects will include the latest FEMA and HUD sources, as well as other national and non-national state of the art studies and research.

The BCA Tool will allow the project to go through all of the steps and the reasoning of a full benefit cost analysis. Understanding the effects of the interventions and their interrelations as well as the having a clear picture of what would happen without these interventions is crucial for the assessment. This requires the design of a specific methodology. In order to design the methodology, assess the effects, and analyze the risks, interdisciplinary team meetings, desk research and expert discussions have to be carried out. The BCA model will be a non-proprietary model in MS Excel. A brief guidance note on how to use the user interface ('cockpit') of the model will be provided.

The BCA tool will allow for a series of scenarios including: different design solutions per project, different packages of projects (combine or leave out projects), timing options, and sensitivity analysis on costs and benefits (for example, +10% / -10%). However, no climate change or socio-economic scenarios will be included at this stage.

This task should therefore include the following activities:

- Development of a user-friendly BCA tool that 1) incorporates socio-economic and environmental benefits, 2) allows for an assessment on project as well as on program level 3) uses the FEMA BCA model as a baseline and 4) includes a concise data book and user guide.
- Development of BCA inputs, including:
 - estimates of the capital costs as well as maintenance and operational cost for the projects
 - estimates of water safety benefits, ecological benefits, social and economic benefits and other benefits related to the use and future use of the Watershed need to be provided.
- Qualitative and quantitative analysis of positive and negative effects, including monetization of the main effects of the individual projects and the integrated program.
- Development of a risk assessment, including risk identification, valuation, allocation and (suggestions for) mitigation.
- Conduct scenario analyses with regard to endogenous (different project alternatives and strategies)

The assumptions, analysis and findings of the economic assessment will be summarized and discussed in a draft and final BCA report.

2.4.3 Deliverables

The following deliverables will be provided:

- A validated hydrodynamic model for the Bay area and the lower and middle part of the Mill River, and a modeling development and calibration report.
- Results of model supported assessments for a series of flood management strategies and conceptual designs of interventions, and contributions to associated reports and presentations.
- A BCA model including project level and program level including a concise data book and user guide.
- A draft BCA report and final BCA report, including the findings of the stakeholder and risk assessments.

3 Task 3: SUPPORT FOR ENVIRONMENTAL IMPACT STUDY

This task describes the anticipated activities and effort required for coordination of the LWTB design with the EIS' to be prepared by NYS Parks for their jurisdiction areas and the EIS to be prepared for the project components to be evaluated south of the park area.

It should be noted that the actual level of effort required to support this task will be primarily "driven" by the EIS team leads for both project areas and will evolve over the life of the EIS'.

This task is subdivided into 4 main subtasks:

1. Coordination meetings with EIS Consultant
2. Prepare Materials for use in the EIS
3. Review of EIS Consultant submissions
4. Work with GOSR to coordinate with Regulatory and Permitting Agencies

Foreseen period of implementation: Months 4 to 9 for the LWTB Design Phase.

3.1 COORDINATE MEETINGS WITH EIS CONSULTANT

Participate in up to eight additional conference calls/meetings beyond regular monthly progress meetings for the purpose of coordination with the EIS process (assume one per month).

3.2 PREPARE MATERIALS FOR USE IN THE EIS

This activity should include the following tasks:

- Submit predefined alternatives to be evaluated under the EIS as developed under Task 2 to the EIS teams.
- Hold three presentations or meetings to share design team recommendations and comments with GOSR and the EIS teams.
- Prepare a memorandum describing the LWTB project background research and project development process with a sufficient level of detail for inclusion in the Alternatives chapter of the DEIS.

3.3 REVIEW OF EIS CONSULTANT SUBMISSIONS

This activity should include the following tasks:

- Review and coordinate with DEIS delivery schedule.
- Review and comment on field surveys and data collection proposed and prepared in support of the DEIS by the EIS teams, if any, developed/ collected outside of the Task 2 data collection tasks of the LWTB Team.. If deemed insufficient, additional services may be required to collect the

necessary data or information for design purposes. For the purpose of this SOS, it is assumed that the wetland delineations and T&E habitat assessments will be conducted by other team members.

- Conduct up to three additional meetings with GOSR and EIS consultant to review material prepared for inclusion in the DEIS document.

3.4 WORK WITH GOSR TO COORDINATE WITH REGULATORY AND PERMITTING AGENCIES

This activity will include the following tasks:

- Attend up to five meetings with permitting/regulating agencies.
- Assist GOSR in responding to regulator comments.

3.5 NOTES AND ASSUMPTIONS

- Documentation from the EIS team meetings will be posted to the GOSR SharePoint site.
- GOSR will provide the LWTB Team with the scope of work for the EIS consultant prior to the finalization of this scope task for coordination purposes.
- All data collection and fieldwork efforts will be coordinated between the EIS and LWTB teams to ensure non-duplication of efforts.
- EIS documentation will be furnished with sufficient time for review within the project schedule; review periods will be determined in consultation with GOSR.

3.6 DELIVERABLES

The following deliverables will need to be provided:

- Comments on EIS submission documents
- Project description/process report for EIS document
- Inclusion of meeting documentation and materials developed in the monthly status reports
- Summary memos describing the preliminary LWTB design elements and documenting data, methods, and assumptions for the information provided

4 Task 4: PROJECT MANAGEMENT

This task describes the type of administrative services that will be undertaken, including general coordination needs, project management and reporting methodology, and proposed schedule development.

This task is subdivided into 6 subtasks:

1. Project Management Plan
2. Schedule Development and Modification
3. Meetings
4. Project Reporting and Task Deliverables
5. Quality Assurance and Quality Control Plan
6. Project Management & Administration

The main activities of the task include (i) project coordination meetings with GOSR and the project team, (ii) project progress reporting and coordination/delivery of project output, and (iii) general project management and administration.

Foreseen implementation period: 1 to 40 weeks of the LWTB Design Phase.

4.1 PROJECT MANAGEMENT PLAN

A Project Management Plan needs to be developed with GOSR which will include the following components:

- Key deliverables, inclusions, submittal review procedures, and detailed time frames
- Assumptions and guiding regulations
- Team organizational chart and roles and responsibilities
- Reporting and communication procedures to GOSR, other agencies, the EIS team, and other GOSR-identified stakeholders
- Stakeholders and their roles
- Project risks and risk-mitigation strategies
- Project change management

4.2 SCHEDULE DEVELOPMENT AND MODIFICATION

A project schedule should be developed and maintained throughout the project implementation period. The task will include:

- Development of detailed schedule in Microsoft Project for Schematic Design and, with less detail for the evaluation, prioritization and 60% design (not part of the current contract).
- Development of a conceptual schedule (with less detail) for the overall project timeline.
- Modification/update of the schedule on a monthly basis, and include it in monthly status reports to GOSR. Identify delays and lags in schedule and recovery efforts, if any.

4.3 MEETINGS

The following project coordination meetings and associated tasks will have to be facilitated and/or attended:

- Attend up to nine (9) progress meetings (one [1] per month) with GOSR, the environmental review consultant, and appropriate agencies.
 - At each meeting, the LWTB Team shall be expected to provide a substantive update on its activities during the prior month, planned activities for the next month, and any obstacles identified affecting design implementation.
 - Attendees each month will include representatives from the LWTB Team and additional team members as demanded by the schedule and content of each monthly meeting.
 - Attend up to three (3) Sandy Regional Infrastructure Resiliency Coordination Working Group meetings.
- Develop agenda, meeting minutes with action items, and visual materials for coordination meetings
- Post on the GOSR SharePoint site meeting materials and documentation regarding each meeting to project site within one (1) week of the meeting date.
- Attend three (3) quarterly design progress meetings with GOSR and appropriate other parties (as selected/approved by GOSR) to participate in the peer-review process.

4.4 PROJECT REPORTING AND TASK DELIVERABLES

The following tasks are required with respect to project progress reporting and task deliveries:

- Prepare nine (9) monthly project status reports (one [1] per month) describing work completed, work to be performed in the next reporting period, schedule, required actions, and potential delays and impediments to progress.
- Prepare three (3) quarterly design progress reports to be submitted 15 days in advance of the peer-review meetings. The design progress reports shall contain the following information:
 - A summary of all activities completed for each subtask identified in this exhibit, including activities related to other task orders issued by GOSR
 - A detailed technical status of the design of the proposed interventions, including all modeling results, data collection/interpretation efforts, design limitations, design standards, and other technical information affecting the infrastructure designs and other interventions, project cost, and implementation
 - A detailed update on project budget, including a projection plan and any anticipated future project budget hurdles
 - All deliverables prepared during the prior quarter
 - An explanation of all activities and deliverables planned for the next quarter
 - Any obstacles or delays in implementation encountered in the previous quarter or expected in subsequent quarters
 - A summary of all public or regulatory engagements

4.5 QUALITY ASSURANCE AND QUALITY CONTROL PLAN

Unless otherwise directed, a project quality assurance and quality control (QA/QC) plan will be developed for all activities required to design and evaluate the proposed LWTB interventions.

4.6 NOTES AND ASSUMPTIONS

The following assumptions should be taken into account:

- GOSR will facilitate and organize all necessary federal, state, city, and stakeholder meetings.
- GOSR will review and approve status reports and other submitted documentation in a timely manner.
- The LWTB Team requires one week advanced notice for all external meetings, site visits, and other events, to the extent feasible.
- Meeting number assumptions are noted by subtask.

4.7 DELIVERABLES

The following deliverables will need to be provided:

- Project management plan
- Detailed project schedule
- Agendas, presentation materials, targeted attendees and minutes for meetings
- Monthly status reports by the 15th of each month
- Quarterly design progress reports
- QA/QC plan

5 SCHEDULE AND COORDINATION

Based on our understanding of GOSR's project implementation schedule, the duration of the Schematic Design phase will be 40 weeks, beginning with the date of GOSR's approval of this agreement.

It is anticipated that the implementation of this SOS will involve regular coordination with GOSR, the appropriate regulatory agencies, the EIS consultant, and multiple stakeholders, including the interested public, nearby municipalities, New York State Office of Parks, Recreation and Historic Preservation (NYS Parks), New York State Department of Environmental Conservation (NYSDEC), various non-governmental organizations (NGOs), and others to develop a Schematic Design for the designated LWTB project, to be located in the Mill River Watershed and bay area associated with this portion of the South Shore of Nassau County.

It is assumed that the work will be completed on a streamlined schedule, including GOSR's review of project deliverables and the preparation of necessary project documentation. The contractor's (LWTB Team's) budget is based on the level of effort required to perform the tasks described in this SOS outline. Additional fees and costs incurred as a result of changes to the scope and/or schedule by the client, the EIS team, regulatory agencies, etc. will be brought to GOSR's attention immediately in writing and may be considered additional services, if approved and agreed to in writing in advance by GOSR. If, in the course of design, large and unforeseen obstacles arise, the LWTB Team and GOSR will meet and confer on a schedule extension, as needed. The LWTB Team and all sub-consultants will comply with HUD regulations for CDBG-DR funding, New York State MBE/WBE and Section 3 regulations (unless waived by GOSR), and NYSDEC, Town of Hempstead, and US Army Corps of Engineers permitting and review guidelines to the best of their ability and per GOSR's direction.

6 ATTACHMENTS

The following are included as attachments to this document:

- Attachment A – Proposed Schedule
- Attachment B – Map of Watershed Project Area
- Attachment C – Map of projects included in this SOS

ATTACHMENT A – PROPOSED SCHEDULE

[___Please see separate file “LWTB Schematic Design Schedule___]

ATTACHMENT B – MAP OF WATERSHED PROJECT AREA



Figure 3 Mill River Watershed on Long Island and Living With The Bay project area (ref. LWTB Roadmap, November 2015)

ATTACHMENT C – MAP OF PROJECTS INCLUDED IN THIS SOS

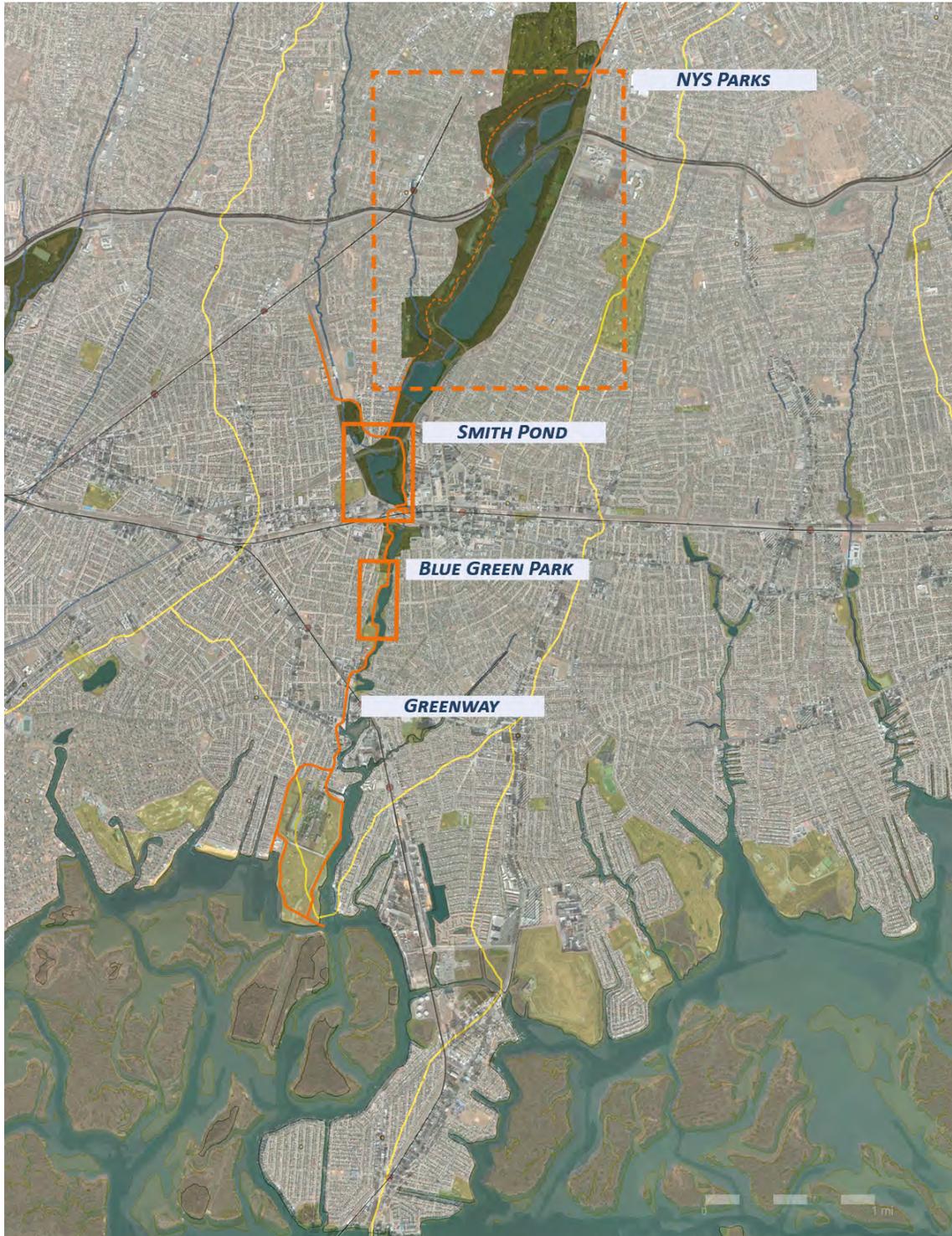


Figure 4 Living with the Bay Projects in Mill River Watershed Included in this SOS (ref. LWTB Roadmap, November 2015)

Exhibit B: Fee Schedule

Task ID	Subtask ID	Total budget (USD) Update	Total hours
Task 1: RBD Compliance Review	1.1 Review of Compliance with Terms and Goals of RBD Funding	\$ 43,072	252
	1.2 Design guidance and review NYS Parks Area Schematic Design	\$ 52,412	348
	Task 1 Totals	\$ 95,484	600
Task 2: Schematic Design of LWTB Components	2.1 Smith Pond	\$ 200,260	1,348
	2.2 Blue Green Park	\$ 193,476	1,280
	2.3 Greenway	\$ 232,614	1,626
	2.4 Supporting Tools	\$ 130,396	762
	Task 2 Totals	\$ 756,746	5,016
Task 3: Support for Environmental Impact Study	3.1 Coordination meetings with EIS Consultant	\$ 6,100	36
	3.2 Prepare Materials for use in the EIS	\$ 14,388	92
	3.3 Review of EIS Consultant submissions	\$ 4,450	26
	3.4 Work with GOSR to coordinate with Regulatory and Permitting Agencies	\$ 3,957	26
	Task 3 Totals	\$ 28,896	180
Task 4: Project Management	4.1 Project Management Plan	\$ 6,701	30
	4.2 Schedule Development and Modification	\$ 14,000	72
	4.3 Meetings	\$ 35,320	168
	4.4 Project Reporting and Task Deliverables	\$ 28,907	176
	4.5 Quality Assurance and Quality Control Plan	\$ 3,419	16
	4.6 Project management and administration	\$ 29,241	168
	Task 4 Totals	\$ 117,588	630
Total		\$ 998,713	6,426

Exhibit B: Fee Schedule

Hours Breakdown By Task and Firm

Task ID	Apex	Deltares	IMG Rebel	WaterLand	Interboro	Total
Task 1: RBD Compliance Review	0	0	58	434	108	600
Task 2: Schematic Design of LWTB Components	871	624	412	2,258	851	5016
Task 3: Support for Environmental Impact Study	62	16	26	50	26	180
Task 4: Project Management	64	40	324	122	80	630
Team Total Hours (update):	997	680	820	2864	1065	6426

Exhibit B: Fee Schedule

Fee Breakdown by Task and Firm

Task ID	Apex	Deltares	IMG Rebel	WaterLand	Interboro	Total
Task 1: RBD Compliance Review	\$0	\$0	\$9,557	\$73,175	\$12,752	\$95,484
Task 2: Schematic Design of LWTB Components	\$128,093	\$108,509	\$76,485	\$360,747	\$82,912	\$756,746
Task 3: Support for Environmental Impact Study	\$7,178	\$3,584	\$5,883	\$9,387	\$2,866	\$28,896
Task 4: Project Management	\$10,200	\$8,959	\$66,851	\$22,336	\$9,242	\$117,588
Team Total (update):	\$145,471	\$121,052	\$158,775	\$465,644	\$107,771	\$998,713

Exhibit B: Fee Schedule

Billing Rate Table for each Vendor

Firm	Type	Name	Title	Direct Rate	Multiplier	Billing Rate	Multiplier w/GOSR Cap	Bill Rate w/GOSR Multiplier	Proposed rates
Apex	Principal / Program Manager	Rich Baldwin	Principal / Program Manager	74.90	2.74	\$ 205.56	2.74	\$ 205.56	\$ 175.00
	Principal	Jay Borkland	Principal	74.90	2.74	\$ 205.56	2.74	\$ 205.56	\$ 175.00
	Licensed Professional	John McAllister	Licensed Professional	57.15	2.74	\$ 156.85	2.74	\$ 156.85	\$ 150.00
	Environmental Engineer	Ashlynn Norberg	Environmental Engineer	28.55	2.74	\$ 78.36	2.74	\$ 78.36	\$ 78.36
	Geologist	Daniel Kopec	Geologist	28.55	2.74	\$ 78.36	2.74	\$ 78.36	\$ 78.36
	GIS Manager	Frances Curtis	GIS Manager	57.15	2.74	\$ 156.85	2.74	\$ 156.85	\$ 145.00
	Mid Scientist / Engineer	Dan Haug	Mid Scientist / Engineer	44.60	2.74	\$ 122.40	2.74	\$ 122.40	\$ 105.00
	Senior Technician	Steve Cotrone	Senior Technician	24.85	2.74	\$ 68.20	2.74	\$ 68.20	\$ 68.20
	GIS Manager	Thomas Stolworthy	GIS Manager	57.15	2.74	\$ 156.85	2.74	\$ 156.85	\$ 145.00
	Senior Technician	Kaios Ryan	Senior Technician	28.55	2.74	\$ 78.36	2.74	\$ 78.36	\$ 75.00
	Administrative Support	Jennifer Malloy	Administrative Support	21.53	2.74	\$ 59.09	2.74	\$ 59.09	\$ 59.09
	Deltares	Principal (groundwater specialist)	Roelof Stuurman	Principal/Senior Specialist Water Quality & Ecosystems	88.95	2.518	\$ 223.97	2.52	\$ 223.97
Senior Specialist		Ap van Dongeren	Senior Specialist Coastal Modelling	88.95	2.518	\$ 223.97	2.52	\$ 223.97	\$ 223.97
Senior Specialist		Karel Heijnnert	Senior Specialist Water & Flood Mgt	75.93	3.270	\$ 248.31	2.90	\$ 220.20	\$ 220.00
Senior Engineer/Modeler		Maarten van Ormondt	Senior Engineer/Modeler	75.66	2.518	\$ 190.50	2.52	\$ 190.50	\$ 190.50
Mid-level Engineer/Modeler		Jasper Dijkstra	Mid-level Engineer / Modeler	59.81	2.518	\$ 150.60	2.52	\$ 150.60	\$ 150.60
Mid-level Engineer/Modeler		Perry de Leow	Mid-level Engineer / Modeler	59.81	2.518	\$ 150.60	2.52	\$ 150.60	\$ 150.60
Junior-level Engineer/Modeler		Kees Nederhoff	Junior-level Engineer/Modeler	47.03	2.518	\$ 118.42	2.52	\$ 118.42	\$ 118.42
IMG Rebel	Principal	Marcel Ham	Project Leader	96.07	4.19	\$ 402.16	2.90	\$ 278.61	\$ 275.00
	Manager	Waiching Wong	Manager	66.33	4.19	\$ 277.64	2.90	\$ 192.35	\$ 192.35
	Senior Consultant	Irene Pohl	Senior Consultant	56.82	4.19	\$ 237.84	2.90	\$ 164.77	\$ 164.77
WaterLand Design	Administrative Support	Mia D'Albora	Administrative Support	47.96	4.19	\$ 200.76	2.90	\$ 139.08	\$ 75.00
	Principal / Partner	Stijn Koole	Project Leader	67.54	3.06	\$ 206.60	2.90	\$ 195.87	\$ 195.00
	Principal / Partner	Sabien Thomaes	Project Leader	70.45	3.12	\$ 219.55	2.90	\$ 204.30	\$ 195.00
	Principal / Partner	Pieter Schengenga	Project Leader	67.35	3.31	\$ 222.93	2.90	\$ 195.32	\$ 195.00
	Landscape / Urban Designer	Marcel van der Meijs	Senior Landscape/ Urban Designer	57.01	3.12	\$ 177.68	2.90	\$ 165.34	\$ 165.00
	Landscape / Urban Designer	Ian Officer	Senior Landscape/ Urban Designer	56.80	3.06	\$ 173.74	2.90	\$ 164.71	\$ 164.71
	Landscape / Urban Designer	Maike Warmerdam	Landscape / Urban Designer	50.47	3.06	\$ 154.38	2.90	\$ 146.35	\$ 145.00
	Landscape / Urban Designer	Jaap van der Salm	Senior Landscape / Urban Designer	57.50	3.31	\$ 190.33	2.90	\$ 166.75	\$ 165.00
	Landscape / Urban Designer	Inge Kersten	Landscape / Urban Designer	49.80	3.31	\$ 164.84	2.90	\$ 144.42	\$ 144.42
	Landscape / Urban Designer	Bas van der Vinne	Landscape / Urban Designer	50.36	3.12	\$ 156.94	2.90	\$ 146.04	\$ 145.00
Interboro Partners	Urban Designer	Koen Bakker	Assistant Urban Designer / Visualizations (CADD)	34.52	3.06	\$ 105.61	2.90	\$ 100.12	\$ 100.00
	Urban Designer	Claudia Gorissen	Assistant Urban Designer / Visualizations (CADD)	37.17	3.12	\$ 115.84	2.90	\$ 107.79	\$ 100.00
	Architect	Georgeen Theodore	Principal	57.00	3.44	\$ 195.99	2.90	\$ 165.30	\$ 150.00
	Architect	Tobias Armorst	Principal	57.00	3.44	\$ 195.99	2.90	\$ 165.30	\$ 150.00
	Architect	Daniel D'Oca	Principal	57.00	3.44	\$ 195.99	2.90	\$ 165.30	\$ 150.00
	Mid Level Staff	Katherine Isidro	Mid Level Staff	22.00	3.44	\$ 75.65	2.90	\$ 63.80	\$ 63.80



April 29, 2016

Daniel Greene
General Counsel
Governor's Office of Storm Recovery
25 Beaver Street, 5th Floor
New York, NY 10004

Re: Rate Clarification for the Living with the Bay IMG Rebel Contract for Services

Dear Dan:

IMG Rebel Advisory, LLC is providing confirmation and clarification of the billing rates set forth as "Proposed Rates" in our "Rate Tables for Design Contract."

IMG Rebel confirms the following in respect of the "Proposed Rates":

- IMG Rebel agrees to abide by 2.90 multiplier as provided.
- IMG Rebel will not add additional titles without amending the Contract for Services.
- IMG Rebel will abide by the "Proposed Rates" for the titles and positions set forth in the "Rate Tables for Design Contract" document provided.

Best regards



Marcel Mann

Principal



New York State
Housing Trust Fund Corporation

ACH/DIRECT DEPOSIT AUTHORIZATION

NOTE: Please type or clearly print all requested information

PART 1: Payee Identification

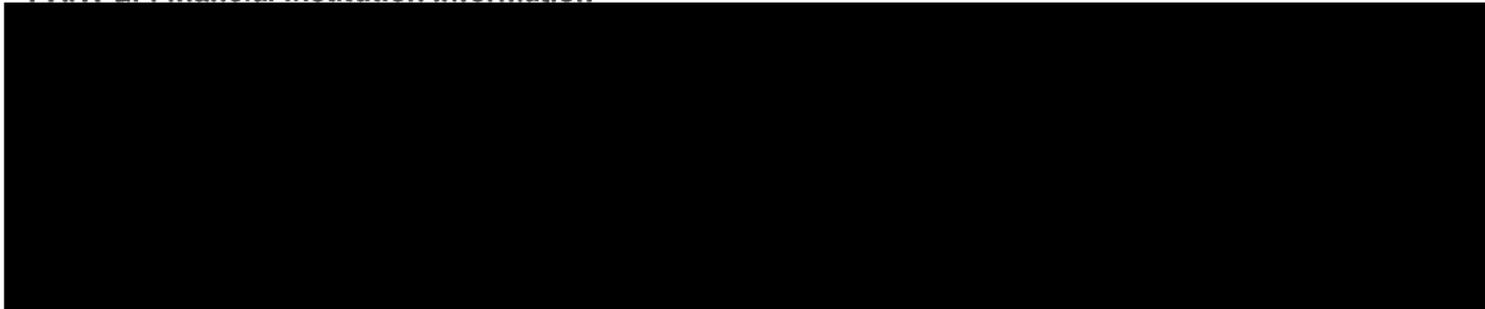
Payee Name IMG Rebel Advisory, LLC	Payee Type <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Property Manager/Agent		
Payee Email Address mdalbora@imgrebel.com	Payee Phone Number (with area code) Type 301-280-0158 <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home		
Street Address 4350 East West Highway, Suite 950	City Bethesda	State MD	Zip Code 20814

WARNING: Federal law prohibits HTFC from processing international ACH transactions (IAT). If any payment to you from HTFC will result in an IAT under the National Automated Clearing House Association's operating rules or if you are unsure if the rules apply to you, **DO NOT COMPLETE THIS FORM.**

Please initial in the box to the right to indicate you have read the above warning. **If you fail to initial here, direct deposit will not be approved.**



PART 2: Financial Institution Information



PART 3: Authorization

I authorize HTFC to deposit payments by electronic funds transfer (ACH) into the above referenced account. I acknowledge that if I fail to provide complete and accurate information on this authorization form, processing of this form and payments may be delayed.

This authorization will remain in effect until written notice to terminate is received.

Authorized Signatory 	Title Finance & Contracts Manager	Date 04/25/2016
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER REESE YEATMAN & ASSOCIATES 4704 Highland Avenue Bethesda MD 20814	CONTACT NAME Gordon English PHONE (A/C, No, Ext) (301) 657-9490 E-MAIL ADDRESS genglish@reeseyeatman.com FAX (A/C, No) (301) 657-1909
INSURED Img Rebel Advisory, LLC 4350 East West Hwy Ste 950 Bethesda MD 20814	INSURER(S) AFFORDING COVERAGE INSURER A Traveler's Insurance Company NAIC # 11000 INSURER B Trumbull Insurance Company NAIC # 27120 INSURER C LE Harris INSURER D INSURER E INSURER F

COVERAGES

CERTIFICATE NUMBER:16/17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		003H254749	6/3/2016	6/3/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employment Practices Liability \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		003H254749	6/3/2016	6/3/2017	COMBINED S NGL E L MIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		<input checked="" type="checkbox"/>	CUP-003H2544749	6/3/2016	6/3/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	42WECM7161	5/9/2016	5/9/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Consultant shall and hereby agrees to hold harmless, defend and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, agents, managers and affiliates.

CERTIFICATE HOLDER

HOUSING TRUST FUND CORPORATION
38-40 State Street
Albany, NY 12207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gordon English/GORDON

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CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (Use street address only)</p> <p>IMG REBEL ADVISORY, LLC 4350 EAST WEST HWY STE 950 BETHESDA MD 20814</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured (301) 907-2900</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>HOUSING TRUST FUND & NEW YORK STATE 38-40 STATE ST ALBANY, NY 12207</p>	<p>3a. Name of Insurance Carrier The Hartford Ins Group</p> <p>3b. Policy Number of entity listed in box "1a": 42 WEC CM7161</p> <p>3c. Policy effective period: 05/09/2016 to 05/09/2017</p> <p>3d. The Proprietor, Partners or Executive Officers are:</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded .</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Danielle Clausen
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [REDACTED] 5/25/2016
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 866-467-8730

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p style="text-align: center;">IMG REBEL ADVISORY, LLC 25 BEAVER ST, 5TH FLOOR NEW YORK, NY 10004</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b Business Telephone Number of Insured 301-280-0158</p> <p>1c NYS Unemployment Insurance Employer Registration Number of Insured [REDACTED]</p> <p>1d Federal Employer Identification Number of Insured or Social Security Number [REDACTED]</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p style="text-align: center;">Housing Trust Fund Corporation 38-40 State Street Albany, NY 12207</p>	<p>3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY</p> <p>3b Policy Number of Entity Listed in Box "1a" [REDACTED]</p> <p>3c Policy effective period: 05-01-2016 to 03-31-2017</p>

4. Policy covers:

A. All of the employer's employees eligible under the New York Disability Benefits Law

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 05 / 27 / 2016 By [REDACTED]

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020 Title: Manager

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. Mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO
--

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.



Governor's Office of Storm Recovery



Andrew M. Cuomo
Governor

Lisa Bova-Hiatt
Executive Director

APPENDICES

for

Contracts

*Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
www.nyshcr.org*

APPENDIX I

HUD General 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”). In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

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 mistake 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**

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**

The State reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. 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 appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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 State. The Contractor shall cooperate with all State efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. **ACCESS TO RECORDS**

The State, the U.S. Department of Housing and Urban Development, 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.

6. 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.

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

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:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) 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;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS IN DATA

(a) *Definitions.* As used in this clause—

Computer database or *database* means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software: (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled; and (2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of HTFC in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the HTFC in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

Unlimited rights means the rights of HTFC to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, HTFC shall have unlimited rights in:
(i) Data first produced in the performance of this contract; (ii) Form, fit, and function data delivered under this contract; (iii) Data delivered under this contract (except for restricted

computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to: (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause; (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause; (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright.*

(1) *Data first produced in the performance of this contract.* (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of HTFC, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of HTFC is required to assert copyright in all other data first produced in the performance of this contract; (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of HTFC sponsorship (including contract number); (iii) For data other than computer software, the Contractor grants to HTFC, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of HTFC. For computer software, the Contractor grants to HTFC, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of HTFC.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of HTFC, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor: (i) Identifies the data; and (ii) Grants to HTFC, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, HTFC shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* HTFC will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the

Contractor in the performance of this contract, except: (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations); (2) As expressly set forth in this contract; or (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by HTFC.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, HTFC may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings: (i) HTFC will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings; (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by HTFC for good cause shown), HTFC shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions; (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, HTFC will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If HTFC determines that the markings are authorized, the Contractor will be so notified in writing. If HTFC determines, with concurrence of the head of the contracting activity, that the markings are not authorized, HTFC will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of HTFC's decision. HTFC will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by HTFC's determination becoming final (in which instance HTFC will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent HTFC's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of HTFC removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to HTFC without any restrictive markings shall be deemed to have been furnished with unlimited rights. HTFC is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside HTFC, the Contractor may request, within 6 months (or a longer time approved by HTFC in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. HTFC may agree to do so if the Contractor: (i) Identifies the data to which the omitted notice is to be applied; (ii) Demonstrates that the omission of the notice was inadvertent; (iii) Establishes that the proposed notice is authorized; and (iv) Acknowledges that HTFC has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, HTFC may: (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall: (i) Identify the data being withheld; and (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to HTFC shall be treated as limited rights data and not restricted computer software.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to HTFC under this contract. If a subcontractor refuses to accept terms affording HTFC those rights, the Contractor shall promptly notify HTFC of the refusal and shall not proceed with the subcontract award without authorization in writing from HTFC.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to HTFC under any patent or be construed as affecting the scope of any license or other right otherwise granted to HTFC.

9. 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).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, 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.

11. 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, national origin, or sex 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 age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

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.

13. AGE DISCRIMINATION ACT OF 1975

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.

14. 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 2424.

15. CONFLICTS OF INTEREST

The Contractor shall notify the State 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 defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor shall provide the State any additional information necessary for the State to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the State, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, the Contractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor represents to the State that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flowdown such terms to all lower-tiered subcontractors.

17. 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 State.

18. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the State and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

19. 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; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate 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 affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(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).

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.

22. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor shall fail 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 State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the State, become the State’s property and the Contractor 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 State for damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payments to the Contractor for

the purpose of set-off until such time as the exact amount of damages due the State from the Contractor is determined.

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

The State 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 State as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

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

The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. 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.
4. 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).
5. The Contractor will 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 individuals with physical or mental disabilities.
6. 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 act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable 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, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor agrees as follows:

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

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. 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 or national origin.
- 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 by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to 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 the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting 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 non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26. 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 equal opportunity clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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 equal opportunity 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).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of

any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (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.

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor shall comply with New York state bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- (1) *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.

- (2) *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.
- (3) *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.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

- 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, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this 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 number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 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 this 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 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

NEW YORK STATE HOUSING FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY NEW YORK 12207

May, 2014

APPENDIX II

STANDARD CLAUSES FOR CONTRACTS WITH THE

NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
HOUSING TRUST FUND CORPORATION
(individually or collectively, "Agency" or "Agencies")

NEW YORK STATE HOUSING FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY NEW YORK 12207

May, 2014

STANDARD CLAUSES FOR AGENCY CONTRACTS

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 (the word "Contractor" herein refers to any party other than the State of New York ("State"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

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 Agency or Agencies 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. The Agency or Agencies involved in this Contract 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 Agency or Agencies 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 Agencies' Senior Vice President and Counsel, 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. Nothing contained herein shall diminish, or in any way adversely affect, the Agency's or Agencies' right to discovery in any pending or future litigation.

2. CONFLICTS OF INTEREST. The Contractor shall not accept any engagement in conflict with the Agency's or Agencies' interest in the subject matter of this Contract.

The Servicer shall not offer to any employee, member or director of the Agency or Agencies' any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

3. SUBCONSULTANTS. The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

4. 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 Agency or Agencies and any attempts to assign the Contract without the Agency or Agencies' written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Agency or Agencies and its successors and assigns.

5. INDEMNITY. The Contractor shall indemnify and hold the Agency or Agencies 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.

6. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) 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, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason or 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 Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in

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38-40 STATE STREET, ALBANY NEW YORK 12207

May, 2014

all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, 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 relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract

may be terminated by the Agency or Agencies upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

7. 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 and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Agency or Agencies, 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 furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract. Section 312 does not apply to: (i) work,

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goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. 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.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Agency or Agencies. All original documents constituting Proprietary Information shall be delivered to the Agency or Agencies 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 Agency or Agencies, 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 Agencies' Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer

identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Agency or Agencies is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by Agency or Agencies to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name "Vendor Federal Social Security and Federal Employee Identification Numbers."

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose. Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at <http://www.nysfcr.org/AboutUs/Procurement/Contractinformation.htm> or call the Agencies' Contract Officer at (212) 688-4000.

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix II, the terms of this Appendix II shall control.

12. MODIFICATION. Waiver, discharge, amendment, supplement, extension or other modification of this Contract shall be subject to prior approval by the Agency or Agencies and may be effected only by an instrument in writing signed by the parties to this Contract.

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13. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

14. 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.

15. 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.

16. NOTICES. All notices and other communications given hereunder shall not be effective for any purpose whatsoever unless in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the party being notified, or, if mailed, when addressed (a) if to the Contractor, to the attention of the Contractor's authorized signatory of this Contract at the address specified for the Contractor on page one of this Contract, or at such other address as to which the Contractor shall have notified the Agency or Agencies, and (b) if to the Agency or Agencies, to the attention of the Senior Vice President and Counsel, at the address for the Agency or Agencies on page one this Contract, or at such other address of which the Agency or Agencies shall have notified the Contractor.

17. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or term of this Contract or any portion of a provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and this Contract shall be construed as if such invalid, illegal or unenforceable provision or part thereof had not been contained herein.

18. 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.

19. 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, instead, be heard in a court of competent jurisdiction of the State of New York.

20. 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 Agency's or Agencies' receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Agency or Agencies, in writing, of each and every change of address to which service of process can be made. Service of process by the Agency or Agencies to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

21. 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 prices with any other Contractor or with any competitor. The Contractor further affirms that, at the time the Contractor submitted its bid or proposal, an authorized and responsible person executed and delivered a non-collusive bidding certification to the Agency or Agencies on the Contractor's behalf.

22. 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 Agency or Agencies 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-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or Agencies may exercise their termination right by providing written notification to the Contractor.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles

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(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 lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100 Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2424
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or Contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department

of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

25. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by the Agencies, 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 Agencies may make certain determinations with respect to Contractor responsibility, wherein the Agencies determine 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 Agencies against failed contracts. In making such a responsibility determination, the Agencies shall evaluate the Contractor's responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency 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 Agencies issue a written notice authorizing a resumption of performance under the Contract.

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

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28. 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: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Agency.

During the term of the Contract, should the Agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Agency 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 Agency 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 Agency 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, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX III
DIVERSITY FORMS

APPENDIX III

DIVERSITY FORMS

SECTION 1 : HUD

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary

may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic /gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each

Previous editions are obsolete.

firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program, which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Section 3 Summary Report
 Economic Opportunities for
 Low- and Very Low-Income Persons

**U.S. Department of Housing
 and Urban Development**
 Office of Fair Housing
 and Equal Opportunity

OMB Approval No. 2529-0043
 (exp. 8/31/2007)

HUD Field Office:

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip) IMG Rebel Advisory, LLC 4350 East West Hwy, Suite 950 Bethesda, MD 20814	2. Federal Identification: (contract/award no.) [REDACTED]	3. Dollar Amount of Award: \$803,692.50
	4. Contact Person: Myriam D'Albora	5. Phone: (include area code) 301-280-0158
	6. Reporting Period: 5/18/15 - 3/31/16	7. Date Report Submitted: 3/31/16
8. Program Code: * (Use a separate sheet for each program code)	9. Program Name:	

Part I: Employment and Training (** Include New Hires in columns E & F.)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals	2				
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Other (List)					
Total					

- *Program Codes**
- | | | |
|----------------------|---------------------------|-----------------------------|
| 1 = Flexible Subsidy | 3 = Public/Indian Housing | 4 = Homeless Assistance |
| 2 = Section 202/811 | A = Development, | 5 = HOME |
| | B = Operation | 6 = HOME-State Administered |
| | C = Modernization | 7 = CDBG-Entitlement |
| | | 8 = CDBG-State Administered |
| | | 9 = Other CD Programs |
| | | 10 = Other Housing Programs |

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	803,692.50
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	0
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		0 %
D. Total number of Section 3 businesses receiving non-construction contracts		0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Due to the nature of the current task order, the Section 3 Plan is technically not applicable. The Pre-Planning Advisory Services (Extension) as defined in the current task order require in-depth knowledge about the plan that our team developed in the RBD competition and can therefore only be delivered by that same team. In the event that our team will be awarded additional task order or contract, we are very willing to work with GOSR to develop and implement an acceptable Section 3 Plan.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

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Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Agency Name:	Agency Type: <small>(e.g., CDBG, PWA, TOWNSHIP)</small>	State:	LR2000 Agency ID #: <small>(HUD Use Only)</small>
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, _____ to March 31, _____		<input type="checkbox"/> Period 2: April 1, _____ to September 30, _____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART I - CONTRACTING ACTIVITY*
Pertains ONLY to projects awarded during the reporting period.

1. Number of prime contracts subject to the Davis-Bacon and Related Acts (DBRA) and/or the Contract Work Hours and Safety Standards Act (CWHSSA) awarded this period.
Note: Do not include contracts included in previous semi-annual reports

2. Total dollar amount of prime contracts reported in item 1 above \$ _____

3. List for each contract awarded this period:

Project Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date
EXAMPLE:			
"Boy's Club Renovation # CD54005-65"	"\$50,000,000.00"	"FL040001/Mod 3, 6/25/04, Building"	"07/02/04 bid open date" ◀ Lock

*Use additional pages if necessary

WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision **provided** that the contract is awarded within 90 days. If the contract is awarded more than 90 days after bid opening, the contract award date "locks-in" the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the construction start date as the lock-in date. However, for projects receiving assistance under Section 8 of the U.S. Housing Act of 1937 or contracts involving a project wage determination, the lock-in rules may vary from above. See Department of Labor Regulations, 29 CFR, Part 1, Section 1.6 and/or HUD Handbook 1344.1, or consult the HUD Labor Relations staff.

WHAT IT ISN'T: Do not use the wage decision publication date, unless that happens to correspond to one of the trigger events described above. If you are not sure about any of this, please feel free to contact the Labor Relations staff in your state or region.

Agency Name:	Agency Type: <small>(e.g. CDBG, PHA, HOME)</small>	State:	LR2000 Agency ID #: (HUD Use Only)
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Period Covered: Check One and Enter Year(s)

Period 1: October 1, _____ to March 31, _____

Period 2: April 1, _____ to September 30, _____

Agency Contact Person:	Agency Contact Phone/E-mail:
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PART II - ENFORCEMENT ACTIVITY*

Pertains to all projects, not just contract(s) awarded during the reporting period.

4. Number of employers against whom **complaints** were received (list employers and projects involved below): []

<u>Employer</u>	<u>Project(s)</u>
-----------------	-------------------

5. (a) Number of cases (employers) referred to HUD Labor Relations for investigation or §5.11 hearing (list referrals below): []

(b) Number of cases (employers) referred to the Department of Labor (DOL) for investigation or §5.11 hearing (list referrals below): []

<u>Employer</u>	<u>Project</u>	<u>HUD or DOL</u>	<u>Invest. Or Hearing</u>
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6. (a) **Number of workers for whom wage restitution was collected/dispursed:** []
Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are dispursed. Include workers to whom restitution was paid directly by the employer.

(b) **Total amount of straight time wage restitution collected/dispursed during this period:** \$ []
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

(c) **Total amount of CWHHSA overtime wage restitution collected/dispursed during this period:** \$ []
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

(d) **Total amount of liquidated damages collected:** \$ []

* Use additional pages if necessary.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

All Federal agencies administering programs subject to Davis-Bacon wage provisions are required by Department of Labor (DOL) regulations (29 CFR Part 5, Section 5.7(b)) to submit a report of all new covered contracts/projects and all enforcement activities each six months. In order for HUD to comply with this requirement, it must collect contract and enforcement information from local agencies that administer HUD-assisted programs subject to Davis-Bacon requirements. HUD requests that local agencies complete and submit a Semi-annual Enforcement Report each six months.

Local agencies and HUD must retain a copy of the Semi-annual Enforcement Report in its files.

*Please follow these instructions while compiling the **Semi-Annual Labor Standards Enforcement Report for Local Contracting Agencies (HUD Programs) (form HUD-4710)**.*

Introduction

Department of Labor (DOL) Regulations 29 CFR §5.7(b) require Federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) labor standards to furnish a Semi-Annual Labor Standards Enforcement Report to the Administrator of the Wage and Hour Division. Some HUD programs are administered by state and local agencies for labor standards compliance. HUD must collect information from such agencies in order to capture enforcement activities for all HUD programs in its reports to DOL.

Reporting Periods: **Period 1** October 1 through March 31
Period 2 April 1 through September 30

Report Format: Each agency report consists of two parts:

Part I concerns contracting activity for work awarded during the reporting period;

Part II concerns enforcement activity for all contracts, regardless of the award date.

The HUD Labor Relations staff for your area will send a courtesy reminder shortly before the due date about preparing the report and will remind you of the date your report is due. However, you should maintain accurate records throughout the year of relevant contract information so that you can submit the report timely.

Definitions and Guidance

Part I - Contracting Activity - This part concerns only contracts that were **awarded** during this period. *Do not* include contracts that were awarded prior to this period even though the contracts may still be underway. *Do* include work subject to purchase order or other form of agreement, even if there is no formal contract award.

Item 1. Enter the total number of prime contracts subject to DBRA/CWHSSA **awarded** during this period. Track contracts by award or start of construction - **do not** track by bid opening date. Public Housing Authorities (PHAs), Tribally-designated Housing Entities (TDHEs)/Indian Housing Authorities (IHAs): Include force account work that is subject to DBRA/CWHSSA.

Item 2. Enter the total dollar amount of the contracts and/or PHA/TDHE/IHA force account work reported in Item 1.

Item 3. List each project/contract name, brief descriptive information, number or unique identifier, dollar amount, the wage decision and modification number in the contract, bid opening date, contract award date, and construction start date. Identify which milestone date triggered the wage decision "lock-in" (bid opening date, contract award date or start of construction date, as appropriate). If the project was not subject to sealed bids, indicate "NA" for bid opening date and proceed to identify the other dates.

Part II - Enforcement Activity - This part concerns *all* enforcement activity no matter when the contract was awarded or construction began.

Item 4. Enter the number of **employers** (contractors, subcontractors, lower-tier subcontractors) against whom complaints were received during the report period. List the names of the employers against whom complaints were received and the projects involved.

Item 5. Enter the number of employers that were referred to HUD Labor Relations or DOL staff for investigations, for hearings on appeal and/or debarment hearings. List the employer, project, and agency (HUD or DOL) to which the case was referred, and the reason for referral - investigation, appeal hearing (DOL Regulations 29 CFR Part 5, Section §5.11) and/or debarment (DOL Regulations 29 CFR Part 5, Section §5.12) hearing.

Item 6. Enter information relative to wage restitution that was **collected and/or disbursed** during the report period. This includes restitution disbursed by the agency; restitution reported on certified payroll correction reports, amounts collected but not disbursed because workers could not be found. Report straight time wage restitution separate from Contract Work Hours and Safety Standards Act (CWHSSA) overtime wage restitution. Also list liquidated damages collected for CWHSSA overtime violations.

APPENDIX III

DIVERSITY FORMS SECTION 2:

HTFC

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN
REQUIREMENTS AND PROCEDURES
FOR CONTRACTS WITH
HOUSING TRUST FUND CORPORATION**

I. General Provisions

- A. The Corporation is required to implement the provisions of New York State (“State”) Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Housing Trust Fund Corporation (“Corporation”), to fully comply and cooperate with the Corporation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix III or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Corporation hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.empire.state.ny.us/MWBE/directorySearch.html> .

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Corporation for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement (Form PROC-8) to the Corporation within seventy two (72) hours after the date of the notice by Corporation to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Corporation may provide the Contractor or Subcontractor a model statement (see Form PROC-4 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. 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 furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national

origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Form PROC-1- Staffing Plan

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

D. Form PROC-5 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Corporation of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
Reports should be submitted by email to: MWBE_EEOCreports@stormrecovery.ny.gov.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form PROC-2) either prior to, or at the time of, the execution of this Contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix III.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form PROC-3 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Corporation, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form PROC-6) to the Corporation by the 10th day following each end of quarter (i.e., March 31st, June 30th, September 30th, and December 31st) over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
Reports should be submitted by email to: MWBE_EEOCreports@stormrecovery.ny.gov.

VII. Liquidated Damages - MWBE Participation

- A. Where the Corporation determines that Contractor is not in compliance with the requirements of this Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Corporation liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Corporation within sixty (60) days after they are assessed by the Corporation unless prior to the expiration of such sixtieth (60th) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Corporation.

ALL FORMS ARE ATTACHED BELOW

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN
Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name:	Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Service Maintenance Workers																		
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		SUBMIT COMPLETED WITH BID OR PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN
 Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name: New York State Governor's Office of Storm Recovery	Report includes: <input checked="" type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name: IMG Rebel Advisory, LLC	Reporting Entity: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address: 4350 East West Hwy, Suite 950, Bethesda, MD 20814	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran				
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators	3			3														
Professionals	7			1	3			1	1	1								
Technicians																		
Service Maintenance Workers																		
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals	10																	

PREPARED BY (Signature): 	TELEPHONE NO.: 301-280-0158 EMAIL ADDRESS: mdalbora@imgrebel.com	DATE: 03/08/2016
NAME AND TITLE OF PREPARER (Print or Type): Myriam D'Albora, Finance & Contracts Manager		SUBMIT COMPLETED WITH BID OR PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name: New York State Governor's Office of Storm Recovery	Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name: IMG Rebel Advisory, LLC	Reporting Entity: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Subcontractor Subcontractor's name <u>Apex Companies LLC</u>
Offeror's Address: 4350 East West Hwy, Suite 950, Bethesda, MD 20814	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Service Maintenance Workers				Please see attached														
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals																		

PREPARED BY (Signature): [REDACTED]	TELEPHONE NO.: 301-417-0200	DATE: 03/10/2016
EMAIL ADDRESS: rriggs@apexcos.		
NAME AND TITLE OF PREPARER (Print or Type): Raji Riggs, Senior Manager, Talent Rewards		SUBMIT COMPLETED WITH BID OR PROPOSAL

Apex Companies, LLC Equal Employment Opportunity Data Report

	Race/Ethnicity															Total A-N
	Hispanic or Latino		Non-Hispanic or Latino													
			Male						Female							
	Male A	Female B	White C	Black or African American D	Native Hawaiian or Other Pacific Islander E	Asian F	American Indian or Alaska Native G	Two or More Races H	White I	Black or African American J	Native Hawaiian or Other Pacific Islander K	Asian L	American Indian or Alaska Native M	Two or More races N		
Executive/Senior Level Officials & Managers	1	1	25	0	0	0	0	0	6	0	0	0	0	0	33	
First/Mid-Level Officials & Managers	1	8	50	0	0	1	1	0	33	2	0	2	0	1	99	
Professionals	6	5	225	3	1	6	0	3	97	4	0	10	2	1	363	
Technicians	11	0	55	9	0	1	0	0	3	1	0	0	0	1	81	
Sales Workers	0	0	5	0	0	0	0	0	3	0	0	0	0	0	8	
Administrative Support workers	0	1	8	3	0	0	0	0	47	4	0	3	1	3	70	
Crafts Workers	2	0	20	2	1	0	0	0	1	0	0	0	0	0	26	
Operatives	1	0	1	0	0	0	0	0	1	0	0	0	0	0	3	
Laborers And Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	22	15	389	17	2	8	1	3	191	11	0	15	3	6	683	

March 2016

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name: New York State Governor's Office of Storm Recovery	Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name: IMG Rebel Advisory, LL	Reporting Entity: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Subcontractor Subcontractor's name: <u>Deltares USA</u>
Offeror's Address: 4350 East West Hwy, Suite 950, Bethesda, MD 20814	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators	1		1		1													
Professionals	5	5		5														
Technicians																		
Service Maintenance Workers																		
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.: 240-338-6526 EMAIL ADDRESS: karel.heynert@deltares-usa.us	DATE: 03/14/2016
NAME AND TITLE OF PREPARER (Print or Type): Karel Heijnert, Program Manager River & Coastal Management		SUBMIT COMPLETED WITH BID OR PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name: New York State Governor's Office of Storm Recovery	Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input checked="" type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name: IMG Rebel Advisory, LLC	Reporting Entity: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Subcontractor Subcontractor's name <u>Interboro Partners</u>
Offeror's Address: 4350 East West Hwy, Suite 950, Bethesda, MD 20814	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals		3	3	2	2	1			1								
Technicians																	
Service Maintenance Workers																	
Office/Clerical																	
-																	
Paraprofessionals																	
Protective Service Workers																	
Totals		3	3	2	2	1			1								

PREPARED BY (Signature): <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div>	TELEPHONE NO.: 718-643-7361 EMAIL ADDRESS: Georgeen@interboropartners.com	DATE: 03/13/2016
NAME AND TITLE OF PREPARER (Print or Type): Georgeen Theodore, Principal		SUBMIT COMPLETED WITH BID OR PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name: New York State Governor's Office of Storm Recovery	Report includes: <ul style="list-style-type: none"> ▪ Workforce to be utilized on this contract ☐ Contractor/Subcontractor's total work force
Offeror's Name: IMG Rebel Advisory, LLC	Reporting Entity: <ul style="list-style-type: none"> ☐ Contractor ▪ Subcontractor
Offeror's Address: 4350 East West Hwy, Suite 950, Bethesda, MD 20814	Subcontractor's name <u>WaterLand Design Inc.</u>

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals	6	4	2	4	2													
Technicians																		
Service Maintenance Workers																		
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals	6	4	2	4	2													

PREPARED BY (Signature) [REDACTED]	TELEPHONE NO.: 0031 70 3554407	DATE: 03/10/2015
NAME AND TITLE OF PREPARER (Print or Type): Stijn Koole, President	EMAIL ADDRESS: info@waterlanddesign.com	
SUBMIT COMPLETED WITH BID OR PROPOSAL		

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification Number:

Address:

Solicitation Number:

City, State, Zip Code:

Telephone Number:

Region/Location of Work:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

<p>PREPARED and APPROVED BY:</p> <p>NAME AND TITLE OF PREPARER (Print or Type):</p> <p>Signature: _____ Authorized Signature</p> <p>DATE:</p> <p>TELEPHONE NO:</p> <p>EMAIL ADDRESS:</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<p style="text-align: center;">FOR AGENCY USE ONLY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">REVIEWED BY:</td> <td style="width: 30%;">DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No:</p> <p>Contract Award Date:</p> <p>Estimated Date of Completion:</p> <p>Amount Obligated Under the Contract:</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	REVIEWED BY:	DATE:
REVIEWED BY:	DATE:		

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: IMG Rebel Advisory, LLC
Address: 4350 East West Highway, Suite 950
City, State, Zip Code: Bethesda, MD 20814
Region/Location of Work: Maryland

Federal Identification Number: [REDACTED]
Solicitation Number:
Telephone Number: 301-280-0158
M/WBE Goals in the Contract: MBE 15% WBE 15%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A. Interboro Partners, LLC	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	20-2999620	Project management, developing design solutions, outreach activities	
B. Chemtech/ Associated Environmental Services Robinson Aerial Surveys	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE		Laboratory services for environmental analysis. Aerial surveys.	

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY: NAME AND TITLE OF PREPARER (Print or Type): [REDACTED] Bora, Finance/Contracts Manager Signature: [REDACTED] Authorized Signature: [REDACTED] DATE: 3/31/2016 TELEPHONE NO: 301-280-0158 EMAIL ADDRESS: mdaibora@imgrebel.com SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 6 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	FOR AGENCY USE ONLY	
	REVIEWED BY: _____ DATE: _____ UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No: _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

* Please note that these are our targeted goals; the final plan will depend upon approved scope of work and budget and may need to be adjusted according to the needs of the project as work progresses.

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.	
Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE % WBE %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.	
Contractor is requesting a: 1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____	
PREPARED BY (Signature):	Date:
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	
Name and Title of Preparer (Printed or Typed):	Telephone Number:
	Email Address:
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit: New York State Governor's Office of Storm Recovery 25 Beaver Street, 5 th Floor New York, NY 10004 Email to: MWBE_EEOCreports@stormrecovery.ny.gov	***** FOR AGENCY USE ONLY *****
	REVIEWED BY:
	DATE:
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location) _____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/W BE contractor associations.
- (2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/W BE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

15% Minority Business Enterprise Participation

15% Women's Business Enterprise Participation

EEO Contract Goals

___% Minority Labor Force Participation

___% Female Labor Force Participation

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, IMG Rebel Advisory, LLC, the (awardee/contractor) Contractor agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location) _____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MW BE contractor associations.
- (2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MW BE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this 22 day of February, 2016
By _____
Print: MARCEL HAM Title: PRESIDENT

_____ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

15% Minority Business Enterprise Participation

15% Women's Business Enterprise Participation

EEO Contract Goals

___% Minority Labor Force Participation

___% Female Labor Force Participation

WORKFORCE EMPLOYMENT UTILIZATION

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20____ - March 31, 20____ <input type="checkbox"/> April 1, 20____ - June 30, 20____ <input type="checkbox"/> July 1, 20____ - September 30, 20____ <input type="checkbox"/> October 1, 20____ - December 31, 20____
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total workforce
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, or MWBE_EEOCreports@stormrecovery.ny.gov	

General Instructions: The work force utilization is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE) a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- DISABLED INDIVIDUAL any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- VIETNAM ERA VETERAN a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- GENDER Male or Female

Is this a final report? Check one.
 Yes _____ No _____

M/WBE Quarterly Report
 of

NYS AGENCY/AGENCIES Contract No. _____ Project No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown are in compliance with contract documents for the above reference project.

Contractor's Name and Address		Federal ID#		Goals/Dollar Amount MBE ___% = \$ _____ WBE ___% = \$ _____		Contract Type: Paid to Contractor this Quarter: Total Paid to Contractor to Date:				
		Project Completion Date		Work Location		Reporting Period: <input type="checkbox"/> 1 st Quarter (4/1-6/30) <input type="checkbox"/> 3 rd Quarter (10/1-12/31) <input type="checkbox"/> 2 nd Quarter (7/1-9/30) <input type="checkbox"/> 4 th Quarter (1/1-3/31)				
M/WBE Subcontractor/Vendor	Product Code*	Work Status this Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payments Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Total:										

*See Next Page for Product Codes

Date: _____ Name: _____ Title: _____ Signature: _____

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological Investigation)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication and Sanitary Services (e.g., Delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gravel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services



New York State
Homes & Community Renewal
www.nyshcr.org

EEOC Statement

of the
New York State Housing Finance Agency,
State of New York Mortgage Agency,
New York State Affordable Housing Corporation,
State of New York Municipal Bond Bank Agency,
Tobacco Settlement Financing Corporation and
Housing Trust Fund Corporation
(individually, "Agency" and collectively, "Agencies")

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Please answer the above question either in the affirmative or negative.

_____ Respond YES or NO.

If YES, provide explanation:

Respondent's Signature

Date of Respondent's Signature

Print Name of Respondent



New York State
Homes & Community Renewal
www.nyshcr.org

EEOC Statement
of the
New York State Housing Finance Agency,
State of New York Mortgage Agency,
New York State Affordable Housing Corporation,
State of New York Municipal Bond Bank Agency,
Tobacco Settlement Financing Corporation and
Housing Trust Fund Corporation
(individually, "Agency" and collectively, "Agencies")

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Please answer the above question either in the affirmative or negative.

NO Respond YES or NO.

If YES, provide explanation:



2/22/16
Date of Respondent's Signature

MARCEL HAM
Print Name of Respondent

**HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY, NEW YORK 12207**

APPENDIX IV

**CONSTRUCTION REQUIREMENTS
AND PROCEDURES FOR
CONTRACTS WITH**

HOUSING TRUST FUND CORPORATION



New York State
Homes & Community Renewal
 Office of Fair Housing and Equal Opportunity
 Web Site: www.nyshcr.org

CUMULATIVE PAYMENT STATEMENT
 (Instructions on Reverse Side)

Contractors Name and Address:	Federal ID #	Goals		Reporting Period	
		MBE %	WBE %	Quarter	Year
	SHARS/Project #	Work Location			
<i>Name of Firm and Address</i> <small>(List All Firms)</small>	Type of Service Provided <small>(Select only one)</small>	NYS Certified MBE WBE	Payment This period	Contract Amount	
Federal ID#	<input type="checkbox"/> • Construction <input type="checkbox"/> • Supplier <input type="checkbox"/> • Consultant Service <input type="checkbox"/> • Service/Commodity <input type="checkbox"/> • Section 3	<input type="checkbox"/> <input type="checkbox"/>	No Payment <input type="checkbox"/>		
Federal ID#	<input type="checkbox"/> • Construction <input type="checkbox"/> • Supplier <input type="checkbox"/> • Consultant Service <input type="checkbox"/> • Service/Commodity <input type="checkbox"/> • Section 3	<input type="checkbox"/> <input type="checkbox"/>	No Payment <input type="checkbox"/>		
Federal ID#	<input type="checkbox"/> • Construction <input type="checkbox"/> • Supplier <input type="checkbox"/> • Consultant Service <input type="checkbox"/> • Service/Commodity <input type="checkbox"/> • Section 3	<input type="checkbox"/> <input type="checkbox"/>	No Payment <input type="checkbox"/>		
Federal ID#	<input type="checkbox"/> • Construction <input type="checkbox"/> • Supplier <input type="checkbox"/> • Consultant Service <input type="checkbox"/> • Service/Commodity <input type="checkbox"/> • Section 3	<input type="checkbox"/> <input type="checkbox"/>	No Payment <input type="checkbox"/>		

Signature of Company Official

Print Name of Company Official

Date

INSTRUCTIONS FOR FILING CUMULATIVE PAYMENT STATEMENT

This document pertains to **HCR funding only:** The form is to be completed and signed by the Company Official and submitted by the 10th of each quarter. The form must include **ALL** (e.g. MBE, WBE and non-M/WBE) subcontractors or suppliers assigned to this contract. The Affirmation of Income Payments to MBE/WBE (ADM-146) must accompany this form for each MBE/WBE firm who has received payment.

Quarter	Reporting Period	Due Date
1st	April 1 – June 30	July 10
2nd	July 1- September 30	October 10
3rd	October 1 - December 31	January 10
4th	January 1 – March 31	April 10

- Contractor’s Name & Address:** Indicate name, address, city, state and zip code.
- Contractor’s Federal ID #:** If Federal ID # not assigned, provide Social Security # of the owner.
- Goals:** Indicate HCR’s assigned MBE and WBE participation goals.
- Reporting Period:** Indicate reported month and year.
- SHARS/Project #:** Indicate HCR’s SHARS #/Project #.
- Subcontractor or Supplier Name & Address Federal ID #:** Indicate the name, address, city, state and zip code. If Federal ID # not assigned, provide Social Security # of the owner.
- Description of Work:** Check the box that best describes the work performed. (CHECK ONE BOX ONLY)
- NYS Certified** Indicate if MBE or WBE. (CHECK ONE BOX ONLY) Only firms certified by NYS will be counted towards goals
- Payments This Period:** Indicate amount paid to each subcontractors or suppliers this reporting period.

NOTE: IF THERE WAS NO PAYMENT THIS PERIOD, PLEASE CHECK THE BOX.

Contract Amount: Indicate total contract amounts or purchase agreement(s) for each subcontractor or supplier.



New York State
Homes & Community Renewal
Office of Fair Housing and Equal Opportunity
Web Site: www.nysher.org

Affirmation of Income Payments to MBE/WBE

*Each MBE and WBE FIRM must sign and submit this form to the Contractor. The Contractor/Vendor must submit this form to the Office of Fair Housing and Equal Opportunity by the **10th of each Quarter.***

CONTRACTOR

1. Name and Address of Contractor	2. SHARS/Project #			
Federal ID #	3. Reporting Period			
	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Quarter</td> <td style="width: 50%; text-align: center;">Year</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>	Quarter	Year	_____
Quarter	Year			
_____	_____			

M/WBE FIRM

1. Name and Address	2. Date contract started:									
Federal ID #	3. New York State Certified (Check One)									
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE									
4. Type of Service Provider (Check one box only) <input type="checkbox"/> Construction <input type="checkbox"/> Supplier <input type="checkbox"/> Consultant Service <input type="checkbox"/> Service/Commodity										
5. Summary of Payments <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">a. Total MBE/WBE contract amount</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">_____</td> </tr> <tr> <td>b. MBE/WBE payment received for this reporting period</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>c. Total MBE/WBE payments received as of this reporting period</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> </table>		a. Total MBE/WBE contract amount	\$	_____	b. MBE/WBE payment received for this reporting period	\$	_____	c. Total MBE/WBE payments received as of this reporting period	\$	_____
a. Total MBE/WBE contract amount	\$	_____								
b. MBE/WBE payment received for this reporting period	\$	_____								
c. Total MBE/WBE payments received as of this reporting period	\$	_____								
_____ Signature of MBE/WBE	_____ Print Name of MBE/WBE	_____ Date								
_____ Signature of Contractor	_____ Print Name of Contractor	_____ Date								

Failure to submit this form will result in non-compliance.



New York State
Homes and Community Renewal
Office of Fair Housing and Equal Opportunity
 Website: www.nyshcr.org

MONTHLY EMPLOYMENT UTILIZATION REPORT

(Instructions on Next Page)

Project Name:		Reporting Period:	From: _____ To: _____
Contractor/ Firm Name:		Address:	
Federal ID/SS#:		SHARS #:	Location of Work:
Labor Amount:	\$ _____	Construction Start Date:	Percent of Job Complete: _____

TOTAL NUMBER OF EMPLOYEES FOR THIS REPORTING PERIOD

Job or Trade Category	Total Number of Employees		Black or African American		Hispanic or Latino		Native Hawaiian or Other Pacific Islander		Native American or Alaskan Native		Asian	
	M	F	M	F	M	F	M	F	M	F	M	F
Professionals												
Technicians												
Office/Clerical												
Construction Trade - List Each												
Grand Totals												

Company Official's Name: _____ Title: _____

Company Official's Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

NOTE: Failure to submit this form will result in non-compliance.

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT

The Monthly Employment Utilization Report (ADM-136) is to be completed and signed by the contractor or subcontractor and **submitted by the 10th of each quarter** for the duration of this contract. This report covers all hourly workers, including foremen, supervisors or crew chiefs, journey workers and apprentices or trainees working on the project. Professionals, technicians and office clerical field office staff working on the contract should also be reported.

- Name of Project: Indicate the Name of Assigned Project
- Reporting Period: Indicate reported month and year.
- Contractor or Subcontractor Name: Indicate name, address, city and zip code.
- Federal ID Number: If Federal ID # not assigned, provide Social Security # of the owner.
- Labor Amount: Indicate dollar amount allocated for labor on the Detailed Estimate.
- SHARS Number: Indicate HCR assigned SHARS #.
- Location of Work: Indicate county where project is located.
- Contract Start Date: Indicate date construction actually began.
- Percent of Job Complete: Indicate the estimated percentage of job completed.
- Job or Trade Category: Indicate the total number of employees for the field office staff, including supervisory personnel and administrative staff at the job site. Indicate the number of employees for each construction trade.
- Total Number of Employees: Indicate the total number of **all** employees, regardless of ethnicity, under each trade category for all males (M) and all females (F). **Note: These two columns include the number of employees for the entire workforce.**
- Total Number of Employees Minority & Females: Indicate the total number of employees for each minority group member(s) under each trade category for all minority males (M) and all females (F). **Note: These columns include only the minority workforce.**
- Grand Totals: Total of columns under each trade category for all males (M) and all females (F).

The company official's name, title and telephone number should be printed or typed at the bottom of the form.

Appendix V

HOUSING TRUST FUND CORPORATION (Governor's Office of Storm Recovery)

SUPPLEMENTAL PROVISIONS TO CONTRACT FOR SERVICES: DESIGN CONTRACT

These Supplemental Provisions form part of, and are incorporated into, the Agreement. Terms defined in the Agreement have the same meanings herein unless otherwise specified.

ARTICLE 1. BASIC SERVICES

1.1 When Consultant believes that final package of design documents and other materials due from Consultant is complete, Consultant shall submit the same to HTFC. HTFC shall review and comment on the same. Consultant shall make reasonable corrections and revisions requested by HTFC and resubmit the relevant documents and materials to HTFC for its additional review. If HTFC's review causes schedule delays, the schedule shall be extended for a period equal to the delays caused by HTFC. After approval by HTFC, the foregoing approved set of documents is referred to herein as the "Approved Design Documents."

1.2 The Project will require presentations to, and approval of, various governmental and public bodies, as well as public and private funding sources, as set forth in the Scope of Services. Consultant shall prepare reasonably required presentation materials for such purposes. Consultant's time for a reasonable number of appropriate meetings and presentations of this type is included in the Scope of Services. Similarly, Consultant understands that the Project will require periodic meetings and presentations to HTFC's responsible committees, executives and managers and has included in the Scope of Services a reasonable number of such meetings and presentations for this purpose.

1.3 Consultant shall not receive Additional Services compensation for any revisions to drawings, specifications, or other deliverables prepared by the Consultant to the extent that such revisions: (a) are required by reason of the Consultant's professional negligence; (b) are required because Consultant failed to comply with the terms of this agreement, any subsequent task order, or any written instruction by HTFC consistent with the terms of the agreement; (c) are de minimis revisions (d) are initiated by the Consultant as a result of the Consultant's reevaluation of a previous design judgment or initiation of a new concept or idea; or (e) are necessary to clarify or coordinate the Consultant's design, but only if such information is unavailable to the contractor.

1.4 Consultant shall perform its services with reasonable promptness, consistent with the applicable professional standards of skill and care, so as not to unreasonably delay the Project. Once agreed to by Consultant, any schedule or other time limits shall not be exceeded by Consultant; provided, however, that any such schedule or other time limits

shall be equitably extended on account of any delay demonstrably caused by HTFC or any third party or otherwise beyond Consultant's reasonable control.

ARTICLE 2. COST ESTIMATES

2.1 Consultant understands that it is important to HTFC to keep the cost of the Project within the Project Budget and will design the Project within the constraints of the Project Budget, subject to the terms and conditions of this Agreement, consistent with the applicable professional standards of skill and care. The Project Budget established by HTFC is Nine Hundred Ninety-Eight Thousand Seven Hundred Thirteen Dollars (\$998,713). HTFC shall promptly notify Consultant of any change in the Project Budget.

2.1.1 The "Project Budget" is the budget for the hard costs of all elements of the Project to be designed or specified by Consultant (including without limitation the construction contractor's general conditions costs, overhead, and profit in relation thereto, but excluding the compensation of the Consultant and HTFC's other consultants, the costs of the land, rights of way, financing, contingencies for changes in the work, and other costs that are the responsibility of HTFC).

2.1.2 Any services performed by Consultant to design the Project within the constraints of the Project Budget prior to completion of Consultant's design development documents for the Project shall be at no additional cost to HTFC (unless there is a scope change directed by HTFC, in which event Consultant shall be compensated for such services as additional services on an hourly basis in accordance with the fee schedule set forth in the Agreement).

2.2 At the intervals required under the Scope of Services, if any, and in any event at least twice during the term of the Agreement, Consultant will review the cost estimates prepared HTFC or its cost consultant and shall consult with HTFC and HTFC's cost consultant to review Consultant's comments to same.

2.2.1 Each cost estimate prepared by HTFC and/or HTFC's cost consultant shall represent the total estimate of all hard costs of all elements of the Project to be designed or specified by Consultant, based upon current market conditions and expressed in current dollars, determined with respect to the applicable phase of the design of the Project.

2.2.2 To the extent included in Consultant's services, Consultant's evaluations of the Project Budget or any estimates of the cost of the work to be designed by the Consultant represent Consultant's judgment as a design professional, acting consistent with the applicable professional standards of skill and care. Consultant does not have control over the cost of labor, materials or equipment; contractors' methods of determining bid prices; competitive bidding, market, or negotiating conditions; or cost increases due to the timing of contractors' buy-outs for the Project. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or from any

estimate of the cost of the work designed by the Consultant or any evaluation thereof.

2.3 Notwithstanding anything to the contrary in this Agreement, if the cost estimate for any phase of the Project exceeds the Project Budget, the Consultant shall, if requested by HTFC, participate in value engineering workshops and revise the Consultant's design documents at the applicable phase of design with the goal of bringing the then-cost estimates within the Project Budget. Any such services performed by Consultant prior to completion of the Consultant's design development documents for the Project shall be at no additional cost to HTFC (unless there is a scope change directed by HTFC, in which event Consultant shall be compensated for such services on an hourly basis in accordance with the fee schedule set forth in the Agreement).

ARTICLE 3. OWNERSHIP AND USE OF DOCUMENTS

3.1 Consultant agrees that all studies, plans, specifications, drawings and other documents of any kind whatsoever, and in whatever medium expressed, prepared by Consultant under this Agreement in connection with the Scope of Services or the Project or otherwise pursuant to this Agreement (the "Project Documents") and all rights therein (including trademarks, trade names, rights of use, copyrights and/or other proprietary rights) shall be and remain the property of HTFC (whether or not HTFC undertakes, terminates, or completes the Project, or HTFC or Consultant terminates this Agreement for any reason whatsoever); provided, however, that Consultant has been paid in full for all services performed and expenses incurred by Consultant under this Agreement, in accordance with the terms of this Agreement, including without limitation upon any such termination of this Agreement.

3.2 If HTFC uses the Project Documents and/or design to complete the Project without the Consultant, or if HTFC uses the Project Documents and/or design after completion of the Project (for example, in changes to or renovations of the Project) and does not engage Consultant in such connection, or if HTFC uses the Project Documents for any project other than the Project and does not engage Consultant in such connection, or if the Project Documents are modified by anyone other than Consultant, then, to the fullest extent permitted by law: (a) Consultant and its consultants shall not be liable for (and HTFC shall indemnify Consultant and its consultants from) liabilities asserted by third parties against Consultant and/or its consultants by reason of any such use or modification of the Project Documents and (b) Consultant shall have the right to have HTFC remove Consultant's name and its consultant's names from the buildings and publicity materials for the Project (but Consultant's name shall remain on the drawings and specifications signed and sealed by Consultant). This indemnity shall expressly include the obligation of HTFC to reimburse Consultant for any and all reasonable attorney's fees and other litigation or dispute resolution costs incurred or to be incurred in Consultant's enforcement of this provision against HTFC.

3.3 Nothing in this Agreement shall diminish Consultant's and Consultant's consultant's rights to (i) be identified as the author of their designs and instruments of

service; (ii) object to derogatory treatment of their designs or instruments of service; and (iii) object to false attribution of their designs or instruments of service.

3.4 Submission or distribution of the Project Documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of HTFC's rights. For the avoidance of doubt, HTFC shall own all right, title, and interest in and to the hard copies of all Project Documents, as well as all other physical deliverables (including models, renderings, and other presentation materials) furnished by Consultant to HTFC pursuant to this Agreement, subject to the conditions set forth in Section 3.1.

3.5 HTFC hereby grants to Consultant an exclusive and perpetual license to use and make derivative works of the Project Documents on any project other than the Project and for any other legal purposes, along with all rights necessary for Consultant to enforce such license and all proprietary rights of HTFC as the owner of the Project Documents (including trademarks, trade names, rights of use, copyrights and/or other proprietary rights) against any third parties (excluding as against any third parties retained by HTFC to complete the Project, but only to the extent required by such third parties to complete the Project), and HTFC shall execute any other documents reasonably necessary for Consultant to enforce such license and proprietary rights. Without limiting the foregoing, Consultant may use HTFC's name, any excerpts from the Project Documents, and any other representations of the Project prepared by Consultant in Consultant's portfolio, promotional, and public relations materials.

3.6 There are numerous factors that may result in errors and/or discrepancies in digital data, including but not limited to translation errors resulting from differences in or misuse of computer software, hardware, and/or related equipment; disc malfunctions; and/or user error. In any submission of the Project Documents, Consultant shall include hard copy sets in addition to any sets delivered in electronic form. Consultant's professional liability attaches only to Project Documents which are delivered in hard copy or which are delivered in secured PDF files that are fixed and immutable (*i.e.*, secured PDF files burned on a non-rewritable compact disc). In the event of any conflict or inconsistency between any hardcopy Project Documents and any secured PDF copies that are fixed and immutable, the hardcopy shall control. Any copies of Project Documents delivered in any other electronic format are provided "as is" and solely for convenience and, to the fullest extent permitted by law, HTFC hereby releases Consultant and its consultants from any liability resulting from any use of such electronic copies. HTFC shall not transfer any Project Documents in any electronic form to any third party unless and until HTFC has bound such third party to the provisions of this Section 3.6 and to comply with such provisions to the same extent that HTFC has agreed to comply with same.

3.7 Consultant has granted the United States Department of Housing and Urban Development ("HUD"), via the Rebuild by Design: Hurricane Sandy Regional Planning and Design Competition – Design Team Agreement and License dated August 9, 2013, a non-exclusive, worldwide, unlimited, perpetual, and irrevocable license to use, make, have made, market, copy, modify, lease, sell distribute, and create derivative works of the

Design Solution and Solution IP as defined in such Design Team Agreement and License, solely in connection with the implementation of the Design Solution by Grantees. Aside from such license to HUD, Consultant and its consultants retained and continue to retain all other interests in such Design Solution and Solution IP (including without limitation all ownership interests, trademarks, trade names, rights of use, copyrights and/or other proprietary rights therein), notwithstanding anything to the contrary in this Agreement.

3.8 For the avoidance of doubt, this Article 3 shall survive the termination or expiration of this Agreement.

ARTICLE 4. COORDINATION WITH HTFC CONSULTANTS & SUBRECIPIENTS

4.1 This Article applies to those other consultants, contractors, subrecipients (*i.e.*, NYS Parks, Rockville Center, or any other recipient of Project funds from HTFC for completion of a part of the Project) engaged by HTFC ("HTFC Consultants") in connection with the Project and identified in Appendix V-1 annexed hereto. Consultant's responsibilities under this Article are part of Consultant's Scope of Services.

4.2 Consultant shall endeavor to coordinate its services with those of HTFC Consultants & subrecipients and facilitate the exchange of information between Consultant and HTFC Consultants and HTFC shall cause HTFC Consultants and subrecipients to coordinate their services with those of Consultant and facilitate the exchange of information between HTFC Consultants and Consultant. As reasonably requested by HTFC, Consultant shall attend meetings from time to time with HTFC, GOSR, HTFC Consultants, and/or other Persons invited by HTFC to discuss documents furnished by Consultant, or other matters pertaining to Consultant's services for the Project.

4.3 Consultant shall arrange with each HTFC Consultant on a schedule for the furnishing of drawings, specifications and other documents (the "HTFC Consultant Submissions") to be submitted by HTFC Consultants to Consultant so that the work product of Consultant and each HTFC Consultant can be coordinated with the Project schedule, if any, and HTFC shall cause each HTFC Consultant to agree with Consultant concerning such schedule.

4.4 Consultant shall respond to and incorporate information from the HTFC Consultant final Submissions in Consultant's design to the extent applicable to such design. HTFC shall endeavor to cause the HTFC Consultants to provide Consultant with complete, integrated, and coordinated sets of all such Submissions in a timely manner, for purposes of the foregoing and of identifying conflicts, inconsistencies or missing elements with and between, the HTFC Consultant Submissions and Consultant's own work product. If Consultant's services are delayed due to the failure of the HTFC Consultants to provide such Submissions in a timely manner, then the schedule shall be extended for a period equal to such delay.

4.5 Consultant shall advise each HTFC Consultant in writing as to (i) special provisions, details, or other elements pertinent to Consultant's design that are to be

included in such HTFC Consultant Submissions, and (ii) coordination problems known to Consultant, if any, involving such HTFC Consultant Submissions. Consultant shall respond promptly to inquiries from HTFC Consultants concerning coordination of services. HTFC shall cause the HTFC Consultants to advise Consultant in writing as to (i) special provisions, details, or other elements pertinent to the HTFC Consultants' designs that are to be included in Consultant's design or Project Documents, and (ii) coordination problems known to HTFC Consultants, if any, involving Consultant's design or Project Documents. HTFC shall cause the HTFC Consultants to respond promptly to inquiries from Consultant concerning coordination of services.

4.6 Notwithstanding the foregoing, Consultant shall be entitled to rely upon the adequacy, accuracy, and completeness of all information, documentation, opinions, services, and recommendations of the HTFC Consultants and Consultant shall not be responsible for the work product of any HTFC Consultant, except to the extent that Consultant fails properly to respond to and incorporate applicable information from the HTFC Consultant Submissions with the work product of Consultant as contemplated in this Article, consistent with the applicable professional standards of skill and care.

4.7 Upon reasonable request by HTFC, Consultant will copy HTFC on all correspondence from Consultant to any HTFC Consultant relating to the subject matter of this Article.

ARTICLE 5. CONSULTANT'S TEAM

5.1 Consultant's authorized representatives for the purposes of this Agreement are specified in the Scope of Services. Consultant shall not substitute any other person as an authorized representative without HTFC's prior written consent (not to be unreasonably withheld or delayed). Such authorized representatives shall render decisions under this Agreement with reasonable promptness, consistent with the applicable standards of professional skill and care, to avoid unreasonable delay in the furnishing of Consultant's services hereunder. The acts of each such authorized representative shall be the binding acts of Consultant; and HTFC may rely upon same as the binding acts of Consultant.

5.2 The key members of Consultant's Project team and the key members of the team of each of Consultant's Subconsultant are listed in the Scope of Services. Consultant shall not substitute (or cause any Subconsultant to substitute) any other person for a key member of Consultant's team (or a Subconsultant's team) without HTFC's prior written consent, not to be unreasonably withheld or delayed.

5.3 Consultant's subconsultants ("Subconsultants") are listed on Schedule V-2 of this Appendix (which is annexed hereto and hereby incorporated into the Agreement as if fully set forth herein). Each Subconsultant has been approved by HTFC. For the avoidance of doubt, Consultant will be responsible for directing and coordinating the services of all Subconsultants so that the result is an integrated whole complying with the requirements of this Agreement. For the avoidance of doubt, Consultant will be responsible for directing and coordinating the services of all Subconsultants so that their designs comply with the requirements of this Agreement. Consultant will be responsible

for the performance of all Subconsultants (and the acts and omissions of all Subconsultants shall be deemed those of Consultant). The fee, hourly rates, and reimbursables of each Subconsultant shall be set forth in the respective Task Order. Consultant will bind each Subconsultant to and incorporate by reference into each of its subcontracts the same terms and conditions as the Agreement, except as warranted for differing scopes of services, fee, hourly rates, reimbursables, and other terms and provisions which necessarily differ based on the specifics of the particular Subconsultant's engagement. Consultant will not terminate any Subconsultant without HTFC's consent (which shall not be unreasonably withheld or delayed). If HTFC so requests (in writing, upon reasonable grounds, as to which HTFC will consult with Consultant in advance), Consultant will terminate a particular Subconsultant. All substitute Subconsultants will be subject to HTFC's approval (which shall not be unreasonably withheld or delayed). HTFC/GOSR will be a third-party beneficiary of the agreement between Consultant and each Subconsultant.

5.4 All persons assigned to the Project by Consultant shall reasonably cooperate with HTFC and HTFC Consultants in connection with the Project, consistent with the applicable standard of care. If, in HTFC's reasonable, good faith, opinion, any person assigned to the Project by Consultant fails to so cooperate, is not skilled in the task assigned, causes dissension, or is detrimental to the Project, upon HTFC's written request, Consultant shall assign a substitute therefor with HTFC's consent (not to be unreasonably withheld or delayed), without additional cost to HTFC.

ARTICLE 6. CERTAIN OTHER MATTERS

6.1 Wherever this Agreement states that a matter shall be satisfactory to or subject to the consent or approval of a party or the parties, such satisfaction, consent, or approval must be evidenced in writing by the HTFC staff member(s) or IMG task member(s), as appropriate, identified in the task order applicable to the deliverable (email being a sufficient writing for this purpose) and shall not be unreasonably withheld or delayed.

6.2 Further services by Consultant to proceed to the next phase of design, shall commence upon execution of an amendment to this Agreement attaching one or more additional Task Orders executed by both HTFC and Consultant. Any such amendments shall reflect the addition of such subsequent Task Orders to the Scope of Services as well as any associated contract or other requirements. Absent such amendment and additional Task Orders: HTFC shall have no obligation to proceed with the design or the Project beyond the services provided for in this Agreement, and HTFC shall decide whether and on what basis to proceed in its sole discretion.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, 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.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) 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, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (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. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, 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 State 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 an appropriate State official, 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. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. 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 a contracting agency 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 contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. 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, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. 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 lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. 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:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 state agency 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 state agency 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, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

