

CONTRACT FOR SERVICES

THIS AGREEMENT is dated August 12, 2015 and made effective September 10, 2015 (“Effective Date”) between SCAPE / LANDSCAPE ARCHITECTURE PLLC with offices located at 277 Broadway, Suite 1606, New York, New York 10007 (“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

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

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 April 3, 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.

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 **\$3,700,200** (“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 Architect 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 other tort 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. 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.

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, the next business day shall be the applicable deadline.

(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:

SCAPE / LANDSCAPE ARCHITECTURE PLLC
Attn: Elena Brescia
277 Broadway, Suite 1606
New York, NY 10007
(212) 462-2628
Elena@scapestudio.com

and

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

HTFC/GOSR
Attn: Daniel Greene
General Counsel, Interim
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

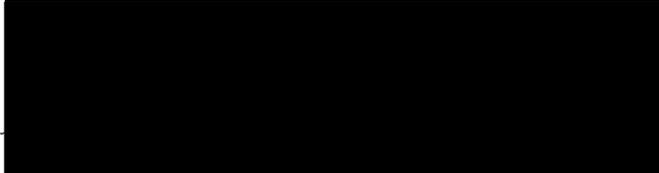
xi. Proposal Documents

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.

SCAPE / LANDSCAPE ARCHITECTURE PLLC

By:



Name: Katherine Orff Horodniceanu, RLA

Title: PARTNER

STATE OF NEW YORK

COUNTY OF New York

)
) SS.:
)

On this 12 day of August in the year 2015 before me personally came Katherine O Horodniceanu to me known, who, being by me duly sworn did depose and say that he/she resides in New York; that he/she is the Partner of the SCAPE PLLC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Notary Public

ANA D CORSING

NOTARY PUBLIC-STATE OF NEW YORK

No 01CO6250717

Qualified In New York County

My Commission Expires 05/05/16

HOUSING TRUST FUND CORPORATION



Name: Lisa Bova-Hiatt

Title: Interim Executive Director

Date: 8/12/15

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

AUG 14 2015

Lorraine L. Rimo
LORRAINE L. RIMO
PRINCIPAL ATTORNEY

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

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

SCAPE / LANDSCAPE ARCHITECTURE PLLC

[Redacted signature area]

B

Name: Katherine Orff Horodniceanu, RLA

Title: PARTNER

STATE OF NEW YORK

COUNTY OF New York

)
) SS.:
)

On this 12 day of August in the year 2015 before me personally came Katherine O Horodniceanu to me known, who, being by me duly sworn did depose and say that he/she resides in New York; that he/she is the Partner of the SCAPE PLLC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

[Redacted signature area]

Notary Public
ANA D COSBIC
NOTARY PUBLIC STATE OF NEW YORK
No. 01CG626517
Qualified in New York County
My Commission Expires 05/16/16

HOUSING TRUST FUND CORPORATION

[Redacted signature area]

Name: Lisa Bova-Hiatt

Title: Interim Executive Director

Date: 8/12/15

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

APPROVED 9/10 2015
[Redacted signature area]
FOR THE STATE COMPTROLLER

LIVING BREAKWATERS DESIGN SCOPE**SCOPE OF SERVICES**

This scope covers the schematic design phase (30% design) for the Living Breakwaters Rebuild by Design Project. Implementing this scope of services will involve regular coordination with GOSR, AKRF (the environmental review consultant), and the Tottenville Dune (Dune) design team to develop a schematic design for the designated Living Breakwaters project, to be located along the shoreline of Tottenville, Staten Island and marine habitats on the landward side of the Federal Navigation Channel (Ward Point Bend and Red Bank Reach). This scope and budget achieves thirty percent design, with an option to be amended and extended through 100% design.

SCHEDULE:

The duration of the Schematic (30%) Design Phase scope of work will be 12 months, beginning with the date of this agreement. It is expected that work will be completed on a streamlined schedule, including GOSR's review of Project Deliverables and the preparation of necessary project documentation. Contractor's budget is based on the level of effort required to perform the Tasks described in this Scope of Work Outline. Additional costs that may be incurred as a result of changes to the scope and/or schedule by the client, the EIS team, the Dune team, or the Data Collection team will be brought to GOSR's attention 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, there are large unforeseen obstacles that arise, SCAPE and GOSR will meet and confer on schedule extension as needed. SCAPE and all subconsultants will comply with HUD regulations for CDBG-DR funding, New York State MBE and Section 3 regulations, and New York State DEC and US Army Corps of Engineers permitting and review guidelines to the best of their ability and per GOSR's direction.

The following attachments are included as attachments to this document:

Attachment A – Proposed Schedule

Attachment B – Preliminary Outline of Design Criteria

SCHEMATIC DESIGN SCOPE

Below is the outline for the proposed scope, covering the scope of work for SCAPE and its subconsultants. Consultant is responsible for the performance of its subcontractors. Multiple firms will be collaborating on the analysis and deliverables for each task. Consultant bears responsibility for all work assigned to its subconsultants.

| | |
|---|-----------|
| 1. Task 1: Schematic Design (30%) for Breakwaters and Water Hub Feasibility Assessment | 3 |
| 1.1 Subtask 1.1: General Administrative Services | 3 |
| 1.2 Subtask 1.2: Existing Conditions Review, Data Analysis, and Field Surveys | 4 |
| 1.3 Subtask 1.3: Field Survey: Beach Profile Surveys | 5 |
| 1.4 Subtask 1.4: Field Survey: ADCP placement and data collection for tidal and wave data collection | 6 |
| 1.5 Subtask 1.5: Design Criteria for Breakwater Development | 6 |
| 1.6 Subtask 1.6: Base Mapping | 7 |
| 1.7 Subtask 1.7: Base Model Setup | 8 |
| 1.8 Subtask 1.8: Base Conditions Modeling and Design Desktop Analysis / Screening | 8 |
| 1.9 Subtask 1.9: Modeling for the Preferred Scenario | 10 |
| 1.10 Subtask 1.10: Schematic Design of Preferred Scenario and the Potential Impact Envelope | 11 |
| 1.11 Subtask 1.11: Development of Preliminary Ecological Design | 12 |
| 1.12 Subtask 1.12: Cost Estimation, Pre-Construction Feasibility Investigation, Pre-Construction Planning | 13 |
| 1.13 Subtask 1.13: Preparation of Technical Drawings and Submissions | 14 |
| 1.14 Subtask 1.14: Water Hub Feasibility Assessment | 15 |
| 1.15 Subtask 1.15: Environmental Assessment and Dune Design Coordination | 16 |
| 2 TASK 2: DEVELOPMENT OF LONGTERM MONITORING STRATEGY | 18 |
| 2.1 Subtask 2.1: Development of Project Ecological Monitoring Plan | 18 |
| 2.2 Subtask 2.2: Development of Scientific RFP for Project Principal Investigator | 19 |
| 3 TASK 3: Public Engagement and Outreach | 19 |
| 3.1 Subtask 3.1: Public Engagement and Outreach | 19 |
| 4 TASK 4: DEVELOPMENT OF ECOLOGICAL END USES | 20 |
| 4.1 Subtask 4.1: Development of Shellfish Restoration and Monitoring Plan | 20 |
| 4.2 Subtask 4.2: Development of Shell Collection Program– Phase 1 | 21 |
| 4.3 Subtask 4.3: Development of Spat Nurseries - Phase 1 | 21 |
| 4.4 Subtask 4.4: Implement Scaling up Harbor School Hatchery on Governor’s Island | 22 |

1. TASK 1: SCHEMATIC DESIGN (30%) FOR BREAKWATERS AND WATER HUB FEASIBILITY ASSESSMENT

1.1 Subtask 1.1 General Administrative Services

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

1.1.1 Meetings

1.1.1.1 Attend up to twelve (12) progress meetings (one (1) per month) with GOSR, the environmental review consultant, the Dune design team, and appropriate agencies.

1.1.1.1.1 At each meeting, design team shall be expected to provide a substantive update on their activities during the prior month, planned activities for the next month, and any obstacles identified affecting design implementation.

1.1.1.1.2 Attendees each month will include 2 representatives from SCAPE, 1 representative from OCC and additional team members as demanded by the schedule and content of each monthly meeting.

1.1.1.2 Attend up to four (4) Sandy Regional Infrastructure Resiliency Coordination Working Group meetings

1.1.1.3 Develop agenda, meeting minutes with action items, visual materials for meetings described in tasks 1.1.1.1 and 1.1.1.2.

1.1.1.4 Post meeting materials and documentation regarding each meeting to ExtraNet site within one (1) week of the meeting date

1.1.1.5 Attend four (4) quarterly design progress meetings with Tetrattech to participate in the peer review process

1.1.2 Project Reporting

1.1.2.1 Prepare twelve (12) 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.

1.1.2.2 Prepare four (4) 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:

1.1.2.2.1 A summary of all activities completed for each subtask identified in this Exhibit, including activities related to task orders issued by GOSR.

1.1.2.2.2 A detailed technical status of the design of the breakwaters, including all modeling runs and results, data collection efforts, design limitations, design standards, and other technical area affecting the design of the breakwater, project cost, and implementation.

1.1.2.2.3 A detailed update on project budget, including a projection plan, and any anticipated future project budget hurdles

1.1.2.2.4 All deliverables prepared during the prior quarter.

1.1.2.2.5 An explanation of all activities and deliverables planned for the next quarter

1.1.2.2.6 Any obstacles or delays in implementations encountered in the previous quarter or expected in subsequent quarters

1.1.2.2.7 A summary of all public or regulatory engagements

1.1.2.2.8 An update of all M/WBE and Section 3 activities.

1.1.3 Schedule Development and Modification

1.1.3.1 Develop detailed schedule in Microsoft Project for 30% design, with a less detailed schedule for the overall project timeline

- 1.1.3.2 Modify / update the schedule on a monthly basis to be furnished to the client (include in monthly status reports)

1.1.4 Quality Assurance/ Quality Control (QA/QC) Plan

1.1.5 Project Management Plans

- 1.1.5.1 Prepare Project Management Plan. Such a plan will be developed with GOSR and should entail:

- 1.1.5.1.1 *Project purpose*
- 1.1.5.1.2 *Key deliverables, inclusions, Submittal review procedures and time frames*
- 1.1.5.1.3 *Assumptions and guiding regulations*
- 1.1.5.1.4 *Team organizational chart and roles and responsibilities*
- 1.1.5.1.5 *Reporting and communication procedures to GOSR, other agencies, Dune design team, and EIS team*
- 1.1.5.1.6 *Stakeholders and their roles*
- 1.1.5.1.7 *Project risks and risk mitigation strategies*
- 1.1.5.1.8 *Project change management*

1.1.6 Notes & Assumptions:

- 1.1.6.1 GOSR will facilitate and organize all necessary Federal, State, and City meetings.
- 1.1.6.2 It will be necessary for GOSR to review and approve status reports and other submitted documentation in a timely manner.
- 1.1.6.3 The team requires one week advanced notice for all external meetings, site visits, and other events to the degree feasible.
- 1.1.6.4 Meeting number assumptions are noted by subtask.

DELIVERABLES:

- *Agendas, presentation materials, and meeting minutes for meetings*
- *Monthly Status Reports by the 15th of each month.*
- *Quarterly design progress reports (submission date to be established via Task Order)*
- *Detailed project schedule through 30% design (submission date to be established via Task Order)*
- *QA/QC plan (submission date to be established via Task Order)*
- *Project Management Plan (submission date to be established via Task Order)*

1.2 SubTask 1.2: Existing Conditions Review, Data Analysis, and Field Surveys

1.2.1 Data Collection / Develop Data Matrix

- 1.2.1.1 Collect, catalogue and review existing site and project-related data published or provided by reliable sources. Sources will include publically available databases and websites as well as material provided by stakeholder agencies, the EIS consultant and dune design team.
- 1.2.1.2 Existing data will be categorized and presented in a tabular format
- 1.2.1.3 Gap analysis for missing data and recommendations for additional study if needed, to be included in the final Existing Conditions Report within the Interim Documentation Deliverable

1.2.2 Existing Data analysis and Desktop Studies

- 1.2.2.1 Wave data analysis - Wave transformation from offshore to nearshore (project site)
- 1.2.2.2 Tides and current data analysis

- 1.2.2.3 Geotechnical desktop study
- 1.2.3 Prepare Health and Safety Plan (for field survey work)**
- 1.2.4 Oversee and Monitor of Field Survey and Lab Testing**
 - 1.2.4.1 Subsurface Investigation - Geotechnical borings
- 1.2.5 Execution of Field Surveys performed by Design Team**
 - 1.2.5.1 Adjacent Artificial / Hard Substrates for Tidal-Subtidal Community characterization (target date summer – fall, 2015)
 - 1.2.5.1.1 *Assessment of benthic communities on pre-existing structures in the area (pier piles / seawalls / other). This will be achieved via rapid field surveys to understand location of benthic communities developing on non-enhanced/typical man-made structures in the area.*
 - 1.2.5.1.2 *Species Richness*
 - 1.2.5.1.3 *Percent live cover*
 - 1.2.5.1.4 *Biodiversity*
 - 1.2.5.1.5 *Biomass*
- 1.2.6 Feasibility and Constructability Review based on desktop studies**
 - 1.2.6.1 Identification of substantial implementation barriers that may preclude or limit the project
 - 1.2.6.2 Research and document anticipated construction methods and constraints within the project site
 - 1.2.6.3 Creation of a feasibility and constructability report that will be included in the final interim documentation deliverable
- 1.2.7 Existing Conditions and Data Analysis Report**
 - 1.2.7.1 Existing Conditions review
 - 1.2.7.2 Analysis of data collection and field surveys (both those completed by team and supplied by others)
 - 1.2.7.3 Analysis of and summary of findings relevant to design of data collection and field surveys by others (EIS and Dune design consultants)

DELIVERABLES:

- *Existing data compilation matrix (submission date to be established via Task Order)*
- *Gap analysis for missing data and recommendations for additional study if needed (submission date to be established via Task Order)*
- *Health and Safety Plan - for field survey work performed by team only (submission date to be established via Task Order)*
- *Narrative memorandum of feasibility and constructability review (submission date to be established via Task Order)*
- *Existing Conditions and Data Analysis Report – including discipline-based information (including Field Survey Findings) appendices for Existing Conditions Report (submission date to be established via Task Order)*

1.3 Subtask 1.3: Field Survey: Beach Profile Surveys

- 1.3.1 Beach profiles should extend from the backside of the dune (landward toe of dune) on shore and offshore to the "depth of closure" (may be as far as channel here; this might be able to be modified after the initial transect or bathymetric survey depending on analysis of initial survey) and include topographic and bathymetric data along a linear path (transect locations will be provided in workplan developed under Task Order 2).**

- 1.3.2 Bathymetric and topographic data to be provided in the format and according to the geographical datums and coordinate systems identified by the team in the workplan.
- 1.3.3 Beach profile survey will include sediment sampling along each of the transects (3 or 4 locations on each; locations will be indicated in workplan)
- 1.3.4 Surveys should be able to be performed with land survey equipment to MLW and then in water using bathymetric survey equipment. Surveys should be every 1,000 feet, plus adjacent to structures (estimate approx. 20 to 25 transects).
- 1.3.5 Surveys should be performed twice yearly, seasonally in early spring and again in fall. Assume 2 surveys for this scope; landside and water transect surveys in fall 2015 and spring 2016.
- 1.3.6 Should be coordinated with any Bathymetric Survey work by others.
- 1.3.7 Additional survey of shallow-water areas not covered in bathymetric survey (to be provided in the workplan)

DELIVERABLES:

- *Transect surveys and sediment reports for each of three survey rounds as described (submission date to be established via Task Order)*

1.4 Subtask 1.4: Field Survey: Acoustic Doppler Current Profiler (ADCP) placement and data collection for tidal and wave data collection

- 1.4.1 Procure of Acoustic Doppler Current Profiler (ADCP) monitoring equipment and associated software (ADCP equipment to be capable of collecting data on tides, currents, and waves and have capacity for a minimum of one month of data storage)
- 1.4.2 Develop placement and monitoring plan (1 plan drawing + narrative)
- 1.4.3 Place two (2) ADCPs
- 1.4.4 Collect ADCP data from ADCPs once per month for twelve months
- 1.4.5 Assume one additional trip to monitor ADCPs
- 1.4.6 Compilation and processing of data

DELIVERABLES:

- *ADCP placement plan*
- *Installed ADCPS (2)*
- *Tide, current and wave data from ADCPs (to be collected every month for twelve months, with one additional trip for equipment monitoring)*

1.5 Subtask 1.5: Design Criteria for Breakwater Development

- 1.5.1 **Prepare Design Criteria for Breakwater Design, including project assumptions, design considerations and performance goals. The design criteria document will be refined during the schematic design process and will be submitted at three key phases in the design. Consultant shall be responsible for providing all supporting documentation supporting the preliminary, draft, and final design criteria.**
 - 1.5.1.1 Preliminary: to be prepared prior to modeling to determine the needed baseline analysis parameters, it is understood that performance targets may be incomplete at this iteration.
 - 1.5.1.2 Draft: to be prepared following the data collection and initial baseline modeling and desktop analysis to reflect the results of the baseline analysis modeling.
 - 1.5.1.3 Final: to be prepared following the design scenario analysis, in conjunction with the preferred scenario and minimum impact envelop to reflect the results of the modeling process.

1.5.2 Coordinate breakwater design criteria with dune design criteria

- 1.5.2.1 Provide design criteria to dune designer for review and comment and incorporate dune designer comments and feedback.

1.5.3 Revise design criteria document, incorporating comments from GOSR and Dune Design Team

- 1.5.3.1 Comments will be received and incorporated at the time of each of the three submissions described above.
- 1.5.3.2 GOSR and others they have identified to review the document will provide comments within one week (7 calendar days) of receipt of each submission.
- 1.5.3.3 The design team will provide the revised design criteria document within two weeks (14 calendar days) of receipt of comments.

1.5.4 Notes & Assumptions

- 1.5.4.1 It is assumed that GOSR will guide and consult with the design team regarding any specific requirements for the analysis and evaluation of performance of the breakwater system that will be required by GOSR or other agencies during the preliminary design criteria submission.
- 1.5.4.2 Design criteria for risk reduction, ecological enhancement, and social resiliency will be studied and included.
- 1.5.4.3 A list of preliminary design criteria is identified in Attachment B. This scope and fee is developed based on these preliminary criteria. While the design team understands that criteria will be developed and refined as a part of this task, please note that quantified economic impact criteria such as monetized risk reduction benefits or economic development benefits are not included in this scope and would be considered additional services. GOSR will coordinate all larger agency stakeholder meetings, and will identify the necessary stakeholders relevant to the determination of design criteria on the Federal, State, and City level.
- 1.5.4.4 Assessment will be largely qualitative, based on experience and expert opinion.

DELIVERABLES:

- *Design criteria document (three drafts). Each technical memorandum must provide explanations of the means and methods used in developing the design criteria, and all new supporting documentation underlying the design criteria generated since the previous submission.*
 - *Preliminary design criteria technical memorandum (submission date to be established via Task Order)*
 - *Draft design criteria technical memorandum (submission date to be established via Task Order)*
 - *Final schematic Design Criteria technical memorandum (submission date to be established via Task Order)*

1.6 Subtask 1.6: Base Mapping**1.6.1 Determine preliminary base map boundaries and construct preliminary base map for use during scenario analysis****1.6.2 Two (2) site visits to verify necessary elements of the base map information****1.6.3 Develop design phase base map**

- 1.6.3.1 Incorporate data from applicable field surveys
- 1.6.3.2 Incorporate base map boundary pieces, including USACE Navigation channel, shoreline, upland zones

1.6.3.3 Base map will be prepared in AutoCAD

1.6.4 Prepare up to five (5) additional existing conditions maps using information generated through the data collection and field surveys, which may include:

1.6.4.1 Ownership and jurisdictional conditions

1.6.4.2 Physical constraints

1.6.4.3 General location plans

1.6.4.4 Tidelines, tidal zones, existing and future flood zones

1.6.4.5 Access / navigation

DELIVERABLES:

- *Preliminary Base Map (submission date to be established via Task Order)*
- *Up to five (5) additional existing conditions maps (submission date to be established via Task Order)*

1.7 Subtask 1.7: Base Model Setup

1.7.1 Initial Model Setup

1.7.1.1 Set up model bathymetry, grids, and parameters

1.7.1.1.1 *Shoreline change model setup (GENISIS)*

1.7.1.1.2 *Beach profile change model setup (SBEACH)*

1.7.1.1.3 *Wave transformation modeling setup in vicinity of the breakwaters (REFDIF)*

1.7.1.1.4 *2-D hydrodynamic water circulation model setup (DELFT3D)*

1.7.2 Present Model Methodology to Regulatory Agencies

1.7.2.1 Draft methodology

1.7.2.2 One (1) presentation of the modeling methodology as facilitated by GOSR, including a modeling approach memo

1.7.2.3 Receive feedback on the methodology and address as needed

1.7.2.4 Approved methodology

1.7.3 Notes and Assumptions

1.7.3.1 The Beach profile change model may only be prepared for the area outside the dune project area.

DELIVERABLES:

- *Presentation of modeling methodology and memo summarizing modeling parameters (submission date to be established via Task Order)*

1.8 Subtask 1.8: Base Conditions Modeling and Design Desktop Analysis / Screening

This task covers the initial run of base conditions as they currently exist on site and are projected to be over the life of the project. Further desk studies and analysis will be used to screen a maximum of 10 design scenarios and determine a maximum of three scenarios to be moved forward into more detailed modeling and design.

1.8.1 Baseline Modeling Runs and Analysis: Future Without Project

1.8.1.1 Define target year/timeframe and sea level rise assumption to model for the future without project

1.8.1.2 One (1) GENISIS simulation to assess shoreline change

1.8.1.3 One (1) SBEACH simulation to assess beach profile

1.8.1.4 One (1) REFDIF simulation to assess existing wave climate at shoreline

- 1.8.1.5 One (1) existing conditions 2D hydrodynamic model run to assess water circulation (Delft3D)
- 1.8.2 Develop preliminary design scenarios for detailed analysis: Initial development and screening of design scenarios**
- 1.8.2.1 Initial formation of design scenarios
- 1.8.2.2 Maximum of 10 design scenarios selected for further study
- 1.8.2.3 Analysis of adaptive management possibilities
- 1.8.2.4 Two (2) site visits to verify the feasibility of the scenarios in terms of location and extent
- 1.8.3 Refinement of breakwater design concepts and Initial Desk Studies for screening of design scenarios.**
- 1.8.3.1 Review breakwater concepts with regards to field investigation program and initial feasibility and constructability assessment (Task 1.1 deliverable).
- 1.8.3.2 Desktop study / limited calculations related to breakwater performance and design:
- 1.8.3.2.1 *Wave and wind modeling for design parameter and operational condition development*
- 1.8.3.2.2 *Breakwater design sensitivity analysis*
- 1.8.3.2.3 *Geotechnical analysis*
- 1.8.3.2.4 *Initial qualitative assessment of potential ecological impacts or benefits*
- 1.8.3.2.5 *Documentation of initial sensitivity analysis for major elements (spacing, top of breakwater, distance to shore)*
- 1.8.3.2.6 *Investigate breakwater cross-sections with regard to performance and habitat creation opportunities (traditional vs berm breakwaters).*
- 1.8.3.2.7 *Preliminary stone size calculations.*
- 1.8.3.3 Assumptions - This effort will:
- 1.8.3.3.1 *Consider requirement for both a standalone breakwater and a breakwater and dune system.*
- 1.8.3.3.2 *Identify a range of likely design parameters which will be further investigated in subsequent tasks.*
- 1.8.4 Documentation and analysis of design scenarios to be modeled**
- 1.8.4.1 Refinement of initial design alternatives in light of desktop study findings
- 1.8.4.2 Maximum of three (3) scenarios to be selected to move forward into the first round of modeling
- 1.8.4.3 Production of a maximum of three plans and three sections to illustrate the initial scenarios
- 1.8.4.4 Analysis of each design scenario in terms of construction feasibility (marine engineering, geotechnical, construction requirements, etc.)
- 1.8.4.5 Analysis of each design scenario in terms of schedule
- 1.8.4.6 Presentation of the findings and scenarios to GOSR
- 1.8.4.7 Revision of scenarios to address any comments from GOSR
- 1.8.5 Notes & Assumptions:**
- 1.8.5.1 The SCAPE team will provide data used in models used, assumptions reflected in models, efforts to calibrate and statistically verify modeling results, and a summary of all model inputs and outputs.
- 1.8.5.2 GOSR will coordinate all agency meetings and communicate to the design team any agency requirements for modeling and analysis.
- 1.8.5.3 *Water circulation modeling will be used as a proxy for water quality modeling.*

DELIVERABLES:

- *Existing conditions model results (submission date to be established via Task Order)*

- *A vetted set of design scenarios to move forward into full modeling runs (submission date to be established via Task Order); these scenarios will be described in three preliminary plans, three sections, and graphics developed as necessary by the team.*
- *Baseline scenario modeling memo outlining modeling efforts to date, all data used in models used, all assumptions reflected in models, all efforts to calibrate and statistically verify modeling results, a summary of all model inputs and outputs (submission date to be established via Task Order)*
- *input and output files for final modeling runs (submission date to be established via Task Order)*
- *Inclusion of relevant information in Monthly Status Reports*

1.9 Subtask 1.9: Modeling for the Preferred Scenario

This task uses an iterative modeling process to refine the scenarios brought forward from the previous task. Two rounds of modeling and analysis will be undertaken in order to determine what scenario or portions of scenarios are the most effective and meet the team's design criteria.

1.9.1 Modeling and Analysis of First Round Design Scenarios

- 1.9.1.1 Run initial model scenarios established from alternatives discussion and desktop analysis
- 1.9.1.1.1 *Three (3) GENISIS simulations to assess shoreline change*
 - 1.9.1.1.2 *Three (3) SBEACH simulations (10 profiles) to assess beach profile and dune performance under varying storm conditions*
 - 1.9.1.1.3 *Parametric review of varying offshore wave conditions on waves in the lee of breakwaters (REFDIF)*

1.9.2 Selection of preferred design scenarios or portions of scenarios from modeling results

- 1.9.2.1 Assess the first round of modeling results for risk reduction effectiveness
- 1.9.2.2 Assess the first round of modeling results for adverse impacts on environmental parameters
- 1.9.2.3 Selection of effective scenarios or portions of scenarios that met the design criteria for further refinement and design

1.9.3 Preliminary Estimation of Probable Cost

- 1.9.3.1 Develop estimation of probable cost for three (3) design scenarios
- 1.9.3.2 Estimation will be based on the Team's collective past experience and published rule-of-thumb costs for marine construction, and will include a rough approximation of cost within a reasonable range of values based on the level of design.

1.9.4 Design refinement

- 1.9.4.1 Analyze design scenarios
 - 1.9.4.1.1 *Qualitative environmental analysis: scenario refinement based on avoidance of critical habitat, sediment impacts, and potential for new habitat creation via the incorporation of habitat enhancement opportunities.*
 - 1.9.4.1.2 *Effectiveness assessment: The Team will evaluate the effectiveness of each scenario in light of the hydrodynamic and sediment modeling performed.*
- 1.9.4.2 Refine breakwater design and design elements: The Team will consider the construction constraints of each scenario, considering necessary stone size, geotechnical constraints, and changes to the initial cross section of the breakwater

1.9.4.3 Two (2) site visits to verify the feasibility of the scenarios in terms of location and extent

1.9.5 Second Round of Design Scenario Modeling

1.9.5.1 Run model of preferred scenarios established from initial model set and design refinements

1.9.5.1.1 *Three (3) GENISIS simulations of preferred breakwater layout to assess shoreline change*

1.9.5.1.2 *Three (3) SBEACH simulations (10 profiles) to assess beach profile and dune performance under varying storm conditions for the preferred scenario*

1.9.5.2 Modeling of preferred alternative for water circulation impacts

1.9.5.2.1 *One (1) 2D hydrodynamic model runs to assess water circulation and water quality for the preferred scenario (DELFT3D)*

DELIVERABLE:

- *Modeling results and analysis will be submitted to GOSR digitally and in the Monthly Status Reports*
- *Final design scenario modeling report outlining all modeling efforts to date, all data used in models used, all assumptions reflected in models, all efforts to calibrate and statistically verify modeling results, a summary of all model inputs and outputs (submission date to be established via Task Order)*
- *Input and output files for final modeling runs*

1.10 Subtask 1.10: Schematic Design of Preferred Scenario and the Potential Impact Envelope

1.10.1 Select preferred design scenario: Based on the analysis of the results of the previous task, select a preferred breakwater design scenario.

1.10.2 The breakwater design team will provide the following documentation of the preferred breakwater design alternative (maximum envelope):

1.10.2.1.1 *Technical Design criteria for the breakwater and summary of design cases (included in final design criteria)*

1.10.2.1.2 *Breakwater footprint (SF or Acres) (one plan diagram)*

1.10.2.1.3 *Breakwater layout (one plan diagram)*

1.10.2.1.4 *Breakwater height and cross-section (up to three sections and numerical table)*

1.10.2.1.5 *Proposed habitat enhancements – type and square footage (memo) (OCC + SEARC)*

1.10.2.1.6 *Wave reduction characteristics under the established design scenarios (including metrics indicating magnitude of wave attenuation, e.g. wave height reductions, decrease in extent of wave zones, specific metrics to be identified) (memo and summary of supporting calculations)*

1.10.2.1.7 *Predicted sediment / beach profile changes (event-based beach profile change and long-term shoreline change, including metrics indicating magnitude of erosion reduction, e.g. reduction in land area anticipated to be lost to erosion, specific metrics to be identified) (memo and summary of supporting calculations/modeling results)*

1.10.2.1.8 *Water circulation (flushing) impacts (to the extent that they are modeled in 30% design, refer subtask 1.9) (memo and summary of supporting calculations/modeling results)*

1.10.2.1.9 *Estimation of probable cost and maintenance assumptions (memo)*

1.10.2.1.10 *Recommended construction method (memo)*

1.10.2.1.11 *Navigation impacts (backup documentation of impacts avoided) (memo)*

1.10.2.1.12 *Recreation benefits / impacts (narrative memo)*

1.10.2.1.13 *Visual / aesthetic Impacts / benefits (memo and up to three supporting graphics)*

1.10.2.1.14 *Fisheries / habitat benefits provided (memo)*

1.10.3 Present the preferred design scenario: This presentation will include explanation of the selection criteria, the methodology of the Team for this selection and refinement, and a matrix of the other design scenarios that were not selected.

1.10.4 Refine the Preferred Design Scenario

1.10.4.1 Receive feedback on the scenario from GOSR and address as needed

1.10.4.2 Revise preferred scenario

1.10.4.3 Refined estimation of probable cost for the selected design scenario

1.10.5 Design report

1.10.5.1 Compile the findings, highlighting the selection of and reasoning for the preferred design scenario.

1.10.5.2 Describe the design criteria for the project, the methodology behind the 30% design process, and the selection process and refinement of the design scenarios.

1.10.5.3 Include all qualitative and quantitative analysis performed

1.10.5.4 Develop a clear design pathway for moving the design scenario forward through detailed modeling and 65% design.

DELIVERABLES:

- *Final Design Report (submission date to be established via Task Order)*
- *Written description of maximum impact envelope (submission date to be established via Task Order)*
- *Maximum envelope drawings (as described in 1.10.2) (submission date to be established via Task Order)*
- *Presentation of design scenario*
- *Matrix of considered options*

1.11 Subtask 1.11: Development of Preliminary Ecological Design

1.11.1 Design concept refinement for three unique ecological design features:

1.11.1.1 Multi-functional armoring units composed of Bio-enhancing concrete

1.11.1.2 Bio-enhancing concrete Tide-Pools

1.11.1.3 Reef Street layout and design

1.11.2 Identifying ecological enhancement objectives with measurable metrics of success (in coordination with design criteria task)

1.11.3 Provide ecological design and ecological impact analysis (qualitative) to support the development of the breakwater design as described in Subtasks 1.8 and 1.9 for the preferred scenario. This will include participation of team members responsible for the ecologic design in charrettes and meetings to analyze and refine the design alternatives.

1.11.4 Conceptual design of ecological design components for the preferred scenario

1.11.4.1 Initial conceptual design and evaluation of potential ecological design within the preferred scenario

1.11.5 Coordinate and develop procurement plan for specialty breakwater units

1.11.5.1 Identify local concrete pre-cast manufacturers that comply with the requirements (facility, technical capabilities, accessibility) needed for casting the units and transporting them to site.

1.11.5.2 Three (3) visits to applicable concrete manufacturers

1.11.6 Logistical plan for the manufacturing, transportation, and deployment of specialty breakwater units

1.11.7 Coordination with breakwater engineer for integration of for specialty breakwater units into structure design

1.11.8 Notes & Assumptions

- 1.11.8.1 Bio-enhancing concrete refers to special concrete mix that has proven ability (supported by peer reviewed scientific publications) to enhance marine flora and fauna (with respect to biodiversity, species richness and live cover), while fully complying with mechanical properties of coastal defense elements (e.g., compressive strength, chloride and water penetration etc.).
- 1.11.8.2 The biological and mechanical parameters of the bio-enhancing concrete elements would be defined as a part of task 1.11

DELIVERABLES:

- *Configuration alternatives and methods for integrating ecological features into structure (submission date to be established via Task Order)*
- *Precedent studies for appropriate regulatory pathways and methodologies for monitoring (submission date to be established via Task Order)*
- *Logistical plan for the manufacturing, transportation, and deployment of ecological concrete units (submission date to be established via Task Order)*

1.12 Subtask 1.12: Cost Estimation, Pre-Construction Feasibility Investigation, Pre-Construction Planning

At appropriate design stages, the Team will complete an engineer's estimation of probable cost including appropriate contingencies. The estimation of probable cost will consider the construction methodology and materials, and will account for the breakwaters and associated environmental and cultural enhancements, including the Water Hub. It will not include the dune project. As required for the EIS, proposed materials will be determined, a construction methodology will be proposed and a construction schedule estimated. For the preferred alternative, a constructability assessment will be completed including any recommendation for cost reductions, serviceability, and maintenance.

1.12.1 Initial material sourcing analysis**1.12.2 Initial contractor capability investigation****1.12.3 Preliminary probable construction timeline****1.12.4 Preliminary construction phasing and staging plans****1.12.5 Preliminary estimation of probable cost****1.12.6 Adaptive management plan****1.12.7 Assumptions for the above:**

- 1.12.7.1 Cost estimates for breakwater elements will be schematic level and based on the level of detail to which the breakwater design has been developed for 30%
- 1.12.7.2 Cost estimate for the water hub will be a high level, pre-schematic estimate, based on the quantified program, space requirements, siting assumptions, infrastructure needs and constraints and typical New York City construction requirements.

1.12.8 Notes & Assumptions:

- 1.12.8.1 Estimations of probably costs will be in accordance with International Cost Estimating and Analysis Association standards.

DELIVERABLES:

- *Documentation of contractor capability investigation (submission date to be established via Task Order)*

- *Narrative construction workflow and probable construction timeline (submission date to be established via Task Order)*
- *Preliminary estimation of probable cost (submission date to be established via Task Order)*
- *Adaptive Management Plan (submission date to be established via Task Order)*

1.13 Subtask 1.13: Preparation of Technical Drawings and Submissions

The 30% design drawings will show the overall project dimensions and typical cross sections based on the preferred design scenario. Environmental and cultural enhancements will be shown schematically. The 30% design drawings will be modified as needed to meet EIS submittal requirements. Supporting documents including illustrative diagrams, illustrative aerial perspectives, outline specifications, project narrative and impact analysis will also be provided in support of the EIS.

1.13.1 Project drawing standards memo, specifying the following:

- 1.13.1.1 Title block
- 1.13.1.2 Sheet size
- 1.13.1.3 Pen styles
- 1.13.1.4 Sheet set by standard discipline
- 1.13.1.5 Key map with plans oriented to match

1.13.2 Final Materials for EIS submission

- 1.13.2.1 Project plans (no more than two)
- 1.13.2.2 Typical project sections (no more than five)
- 1.13.2.3 Illustrative diagrams (no more than five)
- 1.13.2.4 Illustrative Aerial Perspectives (no more than one)
- 1.13.2.5 Early concepts for ecosystem design
- 1.13.2.6 Project Description narrative
- 1.13.2.7 Project impact analysis

1.13.3 30% Technical drawings

- 1.13.3.1 Drawings will illustrate the following:
 - 1.13.3.1.1 *Existing conditions and site background information*
 - 1.13.3.1.2 *New project elements clearly located and labeled*
 - 1.13.3.1.3 *Dimensions of new project elements in plan and section*
- 1.13.3.2 Anticipated 30% technical drawing list includes:
 - 1.13.3.2.1 *Title Sheet (1)*
 - 1.13.3.2.2 *General Notes & Abbreviations (1)*
 - 1.13.3.2.3 *FEMA Flood Insurance Rate Maps (1)*
 - 1.13.3.2.4 *Geotechnical/Site Borings Plans (maximum of 2)*
 - 1.13.3.2.5 *Existing Site Plans (2)*
 - 1.13.3.2.6 *Existing Site Sections (maximum of 5)*
 - 1.13.3.2.7 *Proposed Site Plans (maximum of 5)*
 - 1.13.3.2.8 *Proposed Site Sections (maximum of 5)*
 - 1.13.3.2.9 *Illustrative Diagrams (maximum of 5)*
 - 1.13.3.2.10 *Illustrative Aerial Perspective (1)*
- 1.13.3.3 Outline Specifications

DELIVERABLES:

- *Drawings as noted (submission date to be established via Task Order)*

1.14 Subtask 1.14: Water Hub Feasibility Assessment

This task will develop the program and site requirements for the Water Hub, identify feasible sites for the water hub, and develop basic site design and massing for the facility. Site and building design will be highly conceptual and developed only to the extent required to determine feasibility and evaluate for the purposes of the EIS.

1.14.1 Water Hub Program: Define and Quantify Water Hub physical program requirements based upon envisioned usage

- 1.14.1.1 Will be informed by public and stakeholder charrettes as well as agency input.
- 1.14.1.2 Will identify uses, activities, and amenities; quantify space requirements, by program type and describe utility and infrastructure services required.
- 1.14.1.3 Will coordinate with other aspects of the project such as the breakwater and dune design, and the educational outreach program

1.14.2 Building massing and site design requirements

- 1.14.2.1 Diagram basic massing of the building – approximate or maximum building envelope (height, base elevation, setbacks, etc.)
- 1.14.2.2 Describe any applicable building design requirements (materials, transparency, etc. if applicable)
- 1.14.2.3 Prepare building siting criteria and generic context considerations – provide basic location and orientation of building or associated facilities / access requirements, parking requirements, view corridor / viewshed requirements, etc.
 - 1.14.2.3.1 *Building siting criteria and context considerations will be conceptual in nature and applicable to any of the sites*

1.14.3 Water Hub Site Assessment

- 1.14.3.1 Define site selection criteria
- 1.14.3.2 Identify potential site(s) for EIS evaluation, not to exceed three (3) sites
- 1.14.3.3 Perform preliminary site analysis
 - 1.14.3.3.1 *One (1) site visit, with photo-documentation included in the Monthly Status Report*
 - 1.14.3.3.2 *Review and analysis of existing / available data*
 - 1.14.3.3.3 *Evaluate and summarize site suitability for Water Hub siting / construction*

1.14.4 Water Hub Community Design Charrette - materials to be coordinated with GOSR**1.14.5 M+O requirements - Describe maintenance and operation requirements for Water Hub****1.14.6 Notes & Assumptions:**

- 1.14.6.1 this scope of work assumes that the level of development for the water hub design will require only the preliminary design elements described here: basic building program, basic site design requirements, basic building size / massing requirements and constraints, site selection criteria and site recommendations and preliminary maintenance and operation requirements. This scope will not entail detailed design of the Water Hub and will not include architectural or structural design of the Water Hub or structural/ geotechnical analysis of the preferred site.
- 1.14.6.2 *GOSR will provide the design team with any relevant input on programmatic and design requirements received from Federal, State or City Agencies or which may be required for compliance with the Federal NOFA or CDBG-DR eligibility.*

- 1.14.6.3** *The Water Hub should be designed to meet applicable New York City Building and zoning code requirements, Department of Parks and Recreation Facilities requirements, or other regulatory requirements including those related to FEMA requirements or Coastal Erosion Hazard Areas.*
- 1.14.6.4** *The team will take into consideration applicable design guidance including, but not limited to: NYCDDC's High Performance Building Guidelines, NYCDDC's High Performance Infrastructure Guidelines, MWA's Waterfront Edge Design Guidelines (WEDGE).*

DELIVERABLES:

- *Water Hub program interim memo (program schedule)*
- *Water Hub program memo (submission date to be established via Task Order)*
- *Water Hub typical / conceptual massing and site design memo (submission date to be established via Task Order)*
 - *Up to four (4) drawings / diagrams describing water hub building*
 - *Up to four (4) drawings / diagrams describing generic context considerations*
- *Water Hub Site evaluation memo (submission date to be established via Task Order)*
 - *Summary of site selection criteria and site evaluation*
 - *One (1) site identification map for Water Hub*
 - *Plan diagram of water Hub site layout: maximum of one (1) per site, maximum of three (3) sites*
 - *Narrative summary of site suitability / feasibility*
- *Water Hub charrette materials*
- *Water Hub M+O memo*

1.15 Subtask 1.15: Environmental Assessment and Dune Design Coordination

This task describes the activities and effort required for coordination of the Living Breakwater design with the on-shore dune (levee) design and joint EIS.

1.15.1 EIS & Permitting Coordination

- 1.15.1.1** Coordination meetings with EIS Consultant
- 1.15.1.1.1** *Participate in up to twelve (12) additional conference calls / meetings beyond regular monthly progress meetings for the purpose of coordination with the EIS process (assume one (1) per month).*
- 1.15.1.2** Prepare Materials for use in the DEIS
- 1.15.1.2.1** *Review and comment on evaluation method or tool provided by EIS team which will be used to compare alternatives (to be informed by assumptions and parameters laid out in the draft design criteria)*
- 1.15.1.2.2** *One (1) presentation / meeting to share design team recommendations / comments with GOSR and EIS team*
- 1.15.1.2.3** *Prepare a memorandum describing Living Breakwaters project background research and project development process to sufficient level of detail for inclusion in Alternatives Chapter of the DEIS*
- 1.15.1.3** Review of and comment on EIS Consultant submissions
- 1.15.1.3.1** *Review and coordinate with DEIS delivery schedule*

1.15.1.3.2 Review and Comment on field surveys and data collection proposed and prepared in support of the DEIS. If deemed insufficient, additional services may be required to collect or the necessary data or information for design purposes

1.15.1.3.3 Conduct up to three additional (3) meetings with GOSR and EIS Consultant to review material prepared for inclusion in DEIS Document

1.15.1.4 Work with GOSR to coordinate with Regulatory / Permitting Agencies

1.15.1.4.1 Attend up to five (5) meetings with permitting / regulating agencies

1.15.1.4.2 Assist GOSR in the preparation of response to regulator comments

1.15.2 Dune Design Team Coordination

1.15.2.1 Attend one (1) schedule and scope coordination meeting with Dune Design team

1.15.2.1.1 Minutes to identify coordinated schedule and confirm key points (dates) where team will need to conduct design coordination

1.15.2.2 Prepare for and attend up to four (4) additional Dune Design coordination meetings / charrettes (in addition to monthly team progress meetings) to establish and refine the coordinated dune and breakwater design. Purpose of meetings will include but not be limited to:

1.15.2.2.1 Coordinate existing conditions data and field surveys

1.15.2.2.2 Coordination of modeling effort for dune and breakwater design

1.15.2.2.3 Coordinate Design Criteria

1.15.2.2.4 Coordinate design of dune to match breakwater design during development of preliminary design

1.15.3 Notes and Assumptions:

1.15.3.1 Documentation from the EIS team and Dune team meetings will be posted to the ExtraNet site.

1.15.3.2 GOSR will provide the SCAPE team with the scope of work for the EIS and Dune Designer consultant prior to the finalization of this scope task for coordination purposes.

1.15.3.3 GOSR will supply a project extents map indicating the project area of the extent of the dune project and update the breakwater design team to any changes to these extents if/when they occur.

1.15.3.4 The Dune Design Team and EIS team will provide the design team with site surveys and any additional data collection and field work.

1.15.3.5 While the breakwater team will supply recommended design parameters for the dune based on modeling and analysis of the no action and breakwater conditions, the dune design team will be responsible for ensuring the design and performance of the dune under the conditions / scenarios articulated by GOSR.

1.15.3.6 EIS documentation and Dune design documentation for review will be furnished with sufficient time for review within the project schedule, review periods to be determined in consultation with GOSR.

1.15.3.7 The project ecological monitoring plan will rely upon information from the EIS including but not limited to: bathymetry and habitat maps, hydrodynamic models, currents analyses, grain size analyses as well as biological data of special of special interest such as marine animals and mega-fauna occurring in the area.

1.15.3.8 The SCAPE team will be responsible for the development of the Breakwater design only, and will not be responsible for the development or analysis of non-breakwater alternatives for the purpose of the EIS. Such work is not included in this scope and any such work would be considered additional services.

DELIVERABLES:

- *EIS Coordination*

- *Comments on EIS submission documents (submission date to be established via Task Order)*
- *Project description / process report for EIS document (submission date to be established via Task Order)*
- *Dune Design Coordination:*
 - *Dune design criteria memo (submission date to be established via Task Order)*
 - *Dune performance memo – results of evaluation of dune under storm scenarios modeled (submission date to be established via Task Order)*
- *Inclusion of meeting documentation and materials developed in the Monthly Status Reports*
- *Summary memo describing the preliminary breakwater design elements and documenting data, methods, and assumptions for the information provided (submission date to be established via Task Order)*

2 TASK 2: DEVELOPMENT OF LONGTERM MONITORING STRATEGY

2.1 Subtask 2.1: Development of Project Ecological Monitoring Plan

The Team will be responsible for developing plans for Ecological and Environmental Monitoring plans that will be implemented during future phases of the project: pre-construction, during construction, and post construction in the vicinity of the project area. In addition, the Team shall be responsible for a preliminary ecological design of the breakwaters and clarifying logistics related to the development, transportation, deployment and monitoring of the ecological concrete units that will be ultimately implemented in the breakwater design. Note that this scope includes the preparation of the monitoring plan, but not implementation of monitoring activities.

2.1.1 Project Monitoring Plan

- 2.1.1.1 Attend up to three (3) meetings with relevant agencies and stakeholders, facilitated by GOSR, to identify regional monitoring guidelines, demands, and potential conflicts
- 2.1.1.2 Define specific goals of the monitoring plan, including:
 - 2.1.1.2.1 *Baseline monitoring*
 - 2.1.1.2.2 *Monitoring to be performed during construction operations*
 - 2.1.1.2.3 *Post-construction monitoring*
 - 2.1.1.2.4 *Targeted monitoring of ecological concrete units post-construction*
- 2.1.1.3 Identify key environmental parameters and relevant thresholds that affect, or might be affected by the project
- 2.1.1.4 Identify precedent projects for methodologies and appropriate regulatory pathways
- 2.1.1.5 Formulate a tentative layout for the monitoring plan including targets and relevant metrics for data analyses
- 2.1.1.6 Assess applicability, efficiency and cost effectiveness of potential sampling/analyses procedures in order to establish a final work plan
- 2.1.1.7 Draft comprehensive monitoring plan for team review
- 2.1.1.8 Draft monitoring plan intended for agency review
- 2.1.1.9 Draft refinement and completion of monitoring plan

DELIVERABLES:

- *Monitoring plan for project 's ecological performance (submission date to be 10 months after the beginning of the Task Order)*

2.2 Subtask 2.2: Development of Scientific RFP for Project Principal Investigator

2.2.1 Development of RFP for Scientific Principal Investigator (PI) Ecological and Environmental Monitoring

- 2.2.1.1 Define project objectives for the PI for each monitoring phase (pre, during, and post construction)
- 2.2.1.2 Detail required scientific as well as technical qualifications of the PI
- 2.2.1.3 Establish eligibility criteria for candidates
- 2.2.1.4 Prepare background information document for applicants
- 2.2.1.5 Draft RFP for team review
- 2.2.1.6 Draft refinement
- 2.2.1.7 Complete RFP
- 2.2.1.8 Consultation during PI Selection

DELIVERABLES FOR TASK 14:

- *RFP for Scientific Principal Investigator (PI) for Ecological and Environmental Monitoring (submission date to be established via Task Order)*

3 TASK 3: PUBLIC ENGAGEMENT AND OUTREACH

This task describes the public engagement and outreach strategy for the team. This includes coordination and attendance at CAC events, as well as larger engagement of the Staten Island community and educational programming through the Billion Oyster Project.

3.1 Subtask 3.1 Public Engagement and Outreach

3.1.1 Community Advisory Committee

- 3.1.1.1 Support for Community Advisory Committee (CAC) and GOSR to organize continued engagement events
- 3.1.1.2 Attend a maximum of six (6) CAC meetings, which includes one pre-planning meeting or call with GOSR for each meeting.

3.1.2 Larger Staten Island Community Design Involvement and Outreach

- 3.1.2.1 Participate in up to twelve (12) coordination meetings with GOSR and RBD on innovative outreach events, one (1) per month
- 3.1.2.2 Attend a maximum of four (4) meetings with the Public Outreach Director at GOSR
- 3.1.2.3 Organize and participate in one (1) community design charrette to inform the development of program and design guidance for the water hub.
- 3.1.2.4 Create or adapt graphic outreach materials for these events

3.1.3 Educational Programming and Billion Oyster Project teacher training

- 3.1.3.1 Collaboration and coordination of strategies and programming for continuing the Billion Oyster Project
 - 3.1.3.1.1 *Perform outreach to individual Staten Island schools or community organizations with a target to engage three (3) South Shore and three (3) island-wide schools / community organizations*
 - 3.1.3.1.2 *Organize and attend three (3) teacher training days and oyster garden installations*

- 3.1.3.1.3 *Attend one (1) site visit per school / community organization involved to determine appropriate host site and coordination of oyster cage installation*

3.1.4 Notes & assumptions

- 3.1.4.1 All coordination of public engagement events will go through the appropriate staff as identified by GOSR.
- 3.1.4.2 Community Participation Plan by others

DELIVERABLES:

- *Meetings as noted to facilitate coordination and identification of community event opportunities*
- *Attendance at community events as noted*
- *Documentation of all school visits to be included in Monthly Status Reports*
- *Outreach materials as described above*
- *Report summarizing community outreach during schematic design phase (submission date to be established via Task Order)*

4 TASK 4: DEVELOPMENT OF ECOLOGICAL END USES

4.1 Subtask 4.1: Development of Shellfish Restoration and Monitoring Plan

This task addresses the development of an oyster restoration workplan and schedule. This includes any permit modifications necessary, and appropriate strategies and timelines for the expansion of the Governor's Island hatchery and remote setting facilities.

4.1.1 Oyster restoration work plan and schedule

- 4.1.1.1 Continued development of shell recycling program at the Arthur Kill Power Plant
- 4.1.1.2 Inclusion of documentation of shell recycling in the Monthly Status Report
- 4.1.1.3 Prepare narrative for building out and installing gabion blocks
- 4.1.1.4 Prepare narrative and timeline for in-situ setting on breakwaters
- 4.1.1.5 Narrative monitoring plan for oyster surveillance

4.1.2 Prepare Plan for Scaling up Harbor School hatchery on Governor's Island and for development of remote setting facility

- 4.1.2.1 One (1) meeting with NYSDEC for the modification of License to Collect and Possess (LCP) for remote setting facility
- 4.1.2.2 Jurisdictional determination for remote setting and hatchery facilities
- 4.1.2.3 Prepare description of new Remote Setting Facility to support setting of bio-enhancing concrete units
- 4.1.2.4 Prepare parts and installation plan for Hatchery build out to include an estimated timeline, list of needed materials, and budget
- 4.1.2.5 Prepare parts and installation plan for Remote Setting to include an estimated timeline, list of needed materials, and budget
- 4.1.2.6 Production of a maximum of five (5) diagrams and five (5) detailed drawings for the installation of Remote Setting Facility
- 4.1.2.7 Production of a maximum of five (5) diagrams and five (5) detailed drawings for the installation of the necessary hatchery systems

- 4.1.2.8 Note that this task describes the preparation of the plan only and not the actual implementation of the hatchery expansion or remote setting facility.

DELIVERABLES:

- *Overall shellfish workplan (submission date to be established via Task Order)*
- *Modification and acquisition of necessary permits*
- *Installation plan for Hatchery and Remote Setting Facilities as noted (submission date to be established via Task Order)*
- *Necessary drawings for Hatchery and Remote Setting Facilities as noted (submission date to be established via Task Order)*

4.2 Subtask 4.2 Development of Shell Collection Program – Phase 1

4.2.1 Expansion of shell collection program at the Arthur Kill Power Plant – year 1

- 4.2.1.1 Scale up shell recycling efforts to include thirty (30) restaurants and expand capacity of the shell recycling facility to accommodate an additional 500 cubic yards of collection and curing.
- 4.2.1.1.1 *Develop logistical plan for collection*
- 4.2.1.1.2 *Develop logistical plan for shell recycling operations on site*
- 4.2.1.1.3 *Implement expansion of shell recycling program*
- 4.2.1.2 One (1) outreach event to be coordinated with GOSR

DELIVERABLES:

- *Development of shell recycling program*
- *Modification and acquisition of necessary permits*

4.3 Subtask 4.3: Development of Spat Nurseries - Phase 1

- 4.3.1 **One (1) meeting with DEC to discuss License to Collect and Possess (LCP) modification**
- 4.3.2 **One (1) outreach meeting to the Richmond County Yacht Club to discuss logistics and placement of the spat nursery**
- 4.3.3 **Acquire modified LCP from DEC**
- 4.3.4 **Acquire importation permit for in-situ setting**
- 4.3.5 **Production of a maximum of five (5) diagrams and five (5) detailed drawings that illustrate the installation of the spat nursery at Great Kills Harbor**
- 4.3.6 **Development of a timeline for installing nurseries at Tottenville or Lemon creek and Breakwater Lee Nursery**
- 4.3.7 **Three (3) site visits to Tottenville and Lemon Creek to begin initial engagement of local landowners.**
- 4.3.8 **Installation of pilot nursery at Richmond County Yacht Club in Great Kills Harbor (summer 2015).**
- 4.3.9 **One year of monitoring and maintenance of Great Kills Harbor Nursery.**
- 4.3.10 **Installation of nursery at Tottenville or Lemon Creek (specific site tbd, but tentative site suggested at end of Bentley Street)**
- 4.3.11 **Memo on findings from pilot project development and installation and recommendations for future development of nurseries**

Deliverables:

- *Public outreach and stakeholder engagement to determine nursery locations as noted*

- *Necessary drawings for nursery installation as noted (submission date to be established via task order)*
- *Two (2) spat nurseries*
- *Photo documentation of nursery installations (submission date to be established via task order)*
- *Findings & recommendations memo (submission date to be established via task order)*

4.4 Subtask 4.4: Implement Scaling up Harbor School Hatchery on Governor's Island

4.4.1 Implement plan as prepared in subtask 2.3. Preliminary target is for capacity to produce 500M spat.

DELIVERABLE:

Expanded hatchery facility

Attachment A: Proposed Schedule

Total Duration: 12 months

| | | Month 0 | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 |
|--|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|----------|
| TASK 1: Schematic Design (30%) for Breakwaters and Water Hub Feasibility Assessment | | | | | | | | | | | | | | |
| 1.1 | General Administrative Services | | | | A | | | A | | | A | | | A |
| 1.2 | Existing Conditions Review, Data Analysis, and Field Surveys | | | | 1 | | | | | | | | | |
| 1.3 | Beach Profile Surveys | | | | | | | | | | | | | |
| 1.4 | ADCP Placement and data collection for Tidal and Wave Data Collection | | | | | | | | | | | | | |
| 1.5 | Design Criteria for Breakwater Development | | 2a | | | | 2b | | | 2c | | | | |
| 1.6 | Base Mapping | | | 3 | | | | | | | | | | |
| 1.7 | Base Model Setup | | | | | | | | | | | | | |
| 1.8 | Base Conditions Modeling and Design Desktop Analysis | | | | 4 | 5 | | 6 | | | | | | |
| 1.9 | Modeling for the Preferred Scenario | | | | | | | | 7 | | | | | |
| 1.10 | Schematic Design of Preferred Scenario and Potential Impact Envelope | | | | | | | | | 8 | | | 9 | |
| 1.11 | Development of Preliminary Ecological Design | | | | | | | | | | | | | |
| 1.12 | Cost Estimation, Pre-construction Feasibility Investigation, and Pre-Construction Planning | | | | | | | | | | | | | 10 |
| 1.13 | Preparation of Technical Drawings | | | | | | | | | | | | | 11 |
| 1.14 | Water Hub Feasibility Assessment | | | | | | | | | | | | | |
| 1 | Environmental Assessment, Dune Design Coordination and Permitting Support | | | | | | | | | | | 12 | | |
| TASK 2: Development of Ecological End Uses and Long Term Monitoring Plan | | | | | | | | | | | | | | |
| 2.1 | Development of Project Ecological Monitoring Plan | | | | | | | | | | | 13 | | |
| 2.2 | Development of Scientific RFP for Principal Investigator | | | 14 | | | | | | | | | | |
| 2.3 | Development of Shellfish Restoration and Monitoring Plan | | | | | | | | | 15 | | | | |
| 2.4 | Development of Shell Collection Program | | | 16 | | | | | | | | | | 16 |
| 2.5 | Development of Spat Nurseries | | | | | | | | | | | | | 17 |
| 2.6 | Implement Scaling up Harbor School Hatchery on Governor's Island | | | | | | | | | | | | | 18 |
| TASK 3: Public Engagement and Outreach | | | | | | | | | | | | | | |
| 3.1 | Public Engagement and Outreach | | | | | | | | | | | | | |

Milestones

- A Quarterly Meetings & Design Progress Reports
- 1 Ex Cond analysis report
- 2 Design Criteria memos
- 3 Base map
- 4 modeled base conditions
- 5 Initial Design Scenarios
- 6 3 Preliminary Design Scenarios
- 7 3 Semi-final Design Scenarios
- 8 1 Preferred Design Scenario (for refinement)
- 9 final design Max Env.
- 10 preliminary estimation of probable cost, narrative construction workflow & probably timeline
- 11 Schematic Design Drawings
- 12 Summary memo for EIS team
- 13 project Ecological Monitoring Plan
- 14 RFP for Principal Investigator (PI)
- 15 shellfish restoration & monitoring plan
- 16 Spat Nurseries
- 17 Expanded Hatchery
- 18 Expanded Shell recycling operation

Attachment B: Draft Design Criteria

SCHEMATIC DESIGN | PRELIMINARY SUGGESTED DESIGN CRITERIA

Outline of potential design criteria categories (preliminary)

TECHNICAL DESIGN CRITERIA AND PROJECT ASSUMPTIONS

Note: It is assumed that these will be developed in collaboration with the dune designer and that assumptions regarding mapping standards, definition of future conditions and target design hazards for project performance will be based on the same assumptions for both projects.

- 1) Geographic / mapping standards and assumptions
 - a) Vertical Datum
 - b) Horizontal Datum
 - c) Projection for printed maps
 - d) Project stationing
 - i) Develop project stationing points along shoreline
 - ii) Identify reaches (e.g. south zone, dune zone, north zone)
 - iii) Identify transect locations
 - e) Tidal locations (MHW, MSL, MLW for project area)
 - f) Baseline topographic and bathymetric conditions
- 2) Project lifespan (Anticipated / target lifespan of project)
 - a) Breakwater
- 3) Definition of Future Conditions and Target Design Hazards for project performance
 - a) Target year(s) for performance (applies to all below, detail for each as needed)
 - b) Normal tidal conditions
 - i) Methodology / approach for modeling
 - ii) Baseline w/o project projection / model
 - c) Sediment Budget
 - i) Description of understanding and assumptions of existing sediment budget
 - ii) Approved methodology for evaluation of sediment budget
 - d) Erosion
 - i) Methodology / approach for modeling
 - ii) Source / basis for erosion rates / projected gradual erosion
 - iii) Target year(s) / timeframe(s) of projected erosion
 - iv) Baseline w/o project projection / model
 - e) Coastal storm events
 - i) Methodology / approach for modeling
 - ii) Factors (need to define source and methodology for estimates of each)
 - (1) Waves
 - (2) Event-based erosion
 - (3) Surge (flooding)
 - (4) Water velocity (?)
 - iii) Storm type(s)
 - iv) Storm return period
 - v) Number of storms considered
 - vi) Methodology for summarizing / synthesizing storm conditions

- vii) Baseline w/o project projection / model
- f) Sea Level rise (SLR)
 - i) SLR projection source and methodology for projecting
 - ii) Target sea level rise year(s)
 - iii) Confidence interval(s)
 - iv) Associated SLR elevation
- 4) Constructability (geotechnical, marine engineering, etc)
 - a) Geotechnical parameters / requirements
 - b) Marine engineering parameters / design standards
 - i) Eventually we will need specific buy-in on criteria for performance in typical and hazard conditions, including, but not limited to:
 - (1) Damage
 - (2) Survivability / resilience
 - ii) Additional considerations not related to primary wind, wave, hydrodynamic, etc. conditions required (tsunami, seismic, etc.) and if / how they are considered / addressed.
 - c) Materials permitted / required
 - d) Cost / cost estimating assumptions and targets
 - i) Construction
 - ii) Maintenance and operation
- 5) Ecological Design Parameters
 - a) Target species
 - b) Definition / description of target habitat types
 - i) Structure, scale, materials, ...
 - c) Habitat quantification (area of habitat per breakwater length or surface)
 - d) Ecosystem performance criteria and evaluation methodology (biodiversity, etc.)
- 6) Location and impact parameters (will be derived from initial studies and design iterations as well as performance targets)
 - a) Factors considered (e.g. habitat displacement, viewsheds / view corridors, navigation, navigation channel, etc.)
 - b) Maximum / minimum footprint / extent
 - i) Maximum / minimum distances to shoreline
 - ii) Maximum / minimum distances to channel
 - iii) Maximum / minimum spacing between structures
 - iv) Maximum habitat displacement
 - c) Minimum / maximum height relative to water level
 - d) Water quality (benefits & impacts)
- 7) Access requirements / restrictions
- 8) Maintenance requirements
- 9) Stewardship and education requirements
- 10) summary / documentation of required agency standards design parameters to which the project must adhere

PERFORMANCE EVALUATION / PROJECT EFFECTIVENESS MEASURES

In order to screen the various design alternatives studied and come to a preferred design scenario for the breakwaters, we will need to evaluate / model the effectiveness of alternatives in relation to the project objectives (in this case risk reduction, ecological enhancement and social resilience). This is important in order to enable the comparison of the relative performance among the breakwater design alternatives studied and arrive at a preferred alternative. It is also important to the coordination of the breakwater project with the dune project that the factors and metrics used for this evaluation are consistent and comparable with those being used by the dune design team and ultimately by the EIS team for the evaluation of EIS alternatives. This could also support an evaluation of cost-effectiveness or cost-benefit if that is desired / required (not currently identified in scope). If there are specific measures, metrics or methodologies that are required by funding or permitting agencies for project justification or that will be required to justify that the selected alternative satisfies the purpose and need for the purpose of the EIS then GOSR and AKRF should identify what these requirements are so that the design team can ensure that the modeling and design of existing / future conditions and design conditions is sufficient to support any required evaluation. The outline of potential performance evaluation criteria have been crafted to respond to the project's purpose and need as described in the EIS scoping document.

Preliminary suggestions

1) Risk reduction

- a) Attenuate wave energy
 - i) Define Conditions: type and definition of hazard events or normal conditions considered – see target hazard definitions / modeling in design criteria
 - ii) Potential Measures
 - (1) Reduction in wave height at shoreline
 - (2) decrease in extent of wave zones (>3', >18", or other)
 - (3) decrease in # or sf of facilities / assets in wave zone
- b) Address both event-based and long-term shoreline erosion / preserve beach width
 - i) Define conditions
 - (1) Event based: define type, magnitude (return period), frequency, and number of events considered
 - (2) Gradual: Define timeframe, methodology for estimating erosion and how erosion impacts are measured / quantified
 - ii) Potential Measures
 - (1) Reduction in land area eroded or increase in land created
 - (2) decrease in # or sf of facilities / assets in erosion area
- c) Address the impacts of coastal flooding (for stillwater flooding, applies to dune/levee portion of project, not applicable to breakwaters; the breakwater risk reduction evaluation will be limited to their effect on wave action and erosion).

2) Ecological enhancement

- a) Increasing diversity of aquatic habitats consistent with the Hudson Raritan Estuary Plan Priorities

- i) Habitat creation / impact: Identify and define habitats / ecosystems considered and how they are identified and measured / quantified (below are identified in HRE CRP; use HRE CRP methodologies for quantification?)
 - (1) Habitat for fish, crab, lobsters and other benthic invertebrates
 - (2) Oyster Reefs
 - (a) Quantity of habitat, oyster density, survival, natural recruitment capabilities
 - (3) Shorelines and Shallows
 - (4) Coastal Wetlands
 - (5) Eelgrass Beds
 - (a) Presence, area, shoot density, patchiness
 - (6) Intertidal habitats
 - ii) Target Species: Identify and define how they are identified and measured / quantified
 - (a) Shellfish and other invertebrates
 - (b) Fish
 - (c) Mammals
 - (d) Birds
 - (e) Threatened / endangered species
 - (f) Algae
 - iii) Nuisance species: Identify species of concern and how they will be addressed
 - iv) Biodiversity: Define and how it is measured / quantified
 - (1) Species number or richness
 - (2) Abundance
- 3) Social resiliency**
- a) Foster community education on coastal resiliency directly tied to and building off the structural components of this resiliency initiative – to define how each will be measured
 - i) citizen science education
 - ii) risk and resilience awareness education
 - b) Increase physical and visual access to the water's edge – to define how each will be measured
 - i) Waterfront access
 - ii) viewsheds
 - c) Enhance community stewardship of on-shore and in-water ecosystems – to define how each will be measured
 - i) Stewardship – ecological & physical
 - d) Increased access to recreational opportunities
 - i) Increased / enhanced parks and open space
 - ii) Increased / enhanced Water-based recreation
 - (1) Boating
 - (2) Fishing
 - (3) Diving
 - iii) Health benefits of increased recreation opportunities

Exhibit B: Fee Schedule

Living Breakwaters: Schematic (30%) Design Fee Estimate
SCAPE // Landscape Architecture Team

SCHEMATIC DESIGN FEE BY SUBTASK

| TASK 1: Schematic Design (30%) for Breakwaters and Water Hub Feasibility Assessment | | | TOTAL |
|---|--|--|--------------------|
| 1.1 | General Administrative Services | | \$337,000 |
| 1.2 | Existing Conditions Review, Data Analysis, and Field Surveys | | \$239,000 |
| 1.2b | Additional oversight and analysis due to increase in geotechnical boring work** (see attached memo providing explanation and backup) | | \$43,000 |
| 1.3 | Beach Profile Surveys ^ | | \$80,500 |
| 1.4 | ADCP Placement and data collection for Tidal and Wave Data Collection ^ | | \$108,000 |
| 1.5 | Design Criteria for Breakwater Development | | \$159,000 |
| 1.6 | Base Mapping | | \$30,000 |
| 1.7 | Base Model Setup | | \$93,000 |
| 1.8 | Base Conditions Modeling and Design Desktop Analysis | | \$285,000 |
| 1.9 | Modeling for the Preferred Scenario | | \$353,000 |
| 1.10 | Schematic Design of Preferred Scenario and Potential Impact Envelope | | \$250,000 |
| 1.11 | Development of Preliminary Ecological Design | | \$108,000 |
| 1.12 | Cost Estimation, Pre-construction Feasibility Investigation, and Pre-Construction Planning | | \$145,000 |
| 1.13 | Preparation of Technical Drawings | | \$229,000 |
| 1.14 | Water Hub Feasibility Assessment | | \$75,000 |
| 1 | Environmental Assessment, Dune Design Coordination and Permitting Support | | \$183,000 |
| TOTAL | | | \$2,717,500 |

| TASK 2: Development of Long Term Monitoring Plan | | | TOTAL |
|--|--|--|------------------|
| 2.1 | Development of Project Ecological Monitoring Plan | | \$75,000 |
| 2.2 | Development of Scientific RFP for Principal Investigator | | \$25,000 |
| 2 | TOTAL | | \$100,000 |

| TASK 3: Public Engagement and Outreach | | | TOTAL |
|--|--------------------------------|--|------------------|
| 4.1 | Public Engagement and Outreach | | \$124,000 |
| 4 | TOTAL | | \$124,000 |

| TASK 4: Development of Ecological End Uses | | | TOTAL |
|--|--|--|------------------|
| 4.1 | Development of Shellfish Restoration and Monitoring Plan | | \$50,000 |
| 4.2 | Development of Shell Collection Program | | \$26,000 |
| 4.3 | Development of Spat Nurseries | | \$57,500 |
| 4.4 | Implement Scaling up Harbor School Hatchery on Governor's Island | | \$90,000 |
| 4 | TOTAL | | \$223,500 |

| Out of pocket costs (reimbursible expenses) | assoc. task | TOTAL |
|--|-------------|------------------|
| Out of pocket costs (reimbursible expenses) for tasks 1, 2, 3 | | |
| staff travel | | |
| long-distance travel, lodging, and per-diem | mult. | \$22,500 |
| regional (tri-state area) travel, lodging, and per-diem | mult. | \$24,400 |
| limited local travel (transit & car rental for local site visits, public meetings, | mult. | \$11,500 |
| data acquisition (itemize) | | |
| wave & climate data | 1.1 | \$20,000 |
| equipment | | |
| Boat and equipment rental (dive gear, cameras, probes) | 1.1 | \$5,000 |
| ADCPs (2) | 1.4 | \$60,500 |
| services & other | | |
| profiles Mobilization / demobilization, fuel, etc. | 1.3 | \$28,000 |
| ADCPs Mobilization / demobilization, fuel, etc. | 1.4 | \$19,300 |
| printing & small materials | mult. | \$12,000 |
| SUB TOTAL for tasks 1, 2, 4 | | \$203,200 |

| Out of pocket costs (reimbursible expenses) for task 4 | | |
|--|-----|------------------|
| Equipment & Materials: Hatchery equipment (water treatment, tanks, etc.) | 4.4 | \$95,000 |
| Equipment & materials: Nursery Pilot materials (2 pilot nurseries) | 4.3 | \$27,000 |
| services & other: shell recycling (services & materials) | 4.2 | \$160,000 |
| SUB TOTAL for tasks 1, 2, 4 | | \$282,000 |

| | | TOTAL |
|---|--|--------------------|
| SUMMARY OF SCHEMATIC DESIGN FEE | | |
| TASK 1: Schematic Design (30%) for Breakwaters and Water Hub Feasibility Assessment | | \$2,717,500 |
| TASK 2: Development of Long Term Monitoring Plan | | \$100,000 |
| TASK 3: Public Engagement and Outreach | | \$124,000 |
| TASK 4: Development of Ecological End Uses | | \$223,500 |
| DESIGN CONTRACT LABOR & SERVICES | | \$3,165,000 |
| Out of pocket costs (reimbursible expenses) for tasks 1, 2, 3 | | \$203,200 |
| Out of pocket costs (reimbursible expenses) for task 4 | | \$282,000 |
| Total out of pocket costs (reimbursible expenses) | | \$485,200 |
| TOTAL DESIGN CONTRACT FEE | | \$3,650,200 |

^ ALLOCATION FOR PRE-PLANNING SURVEYS: \$50,000

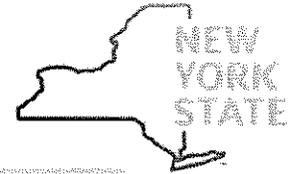
TOTAL DESIGN CONTRACT FEE + ALLOCATION \$3,700,200

NOTES & ASSUMPTIONS:

^ ALLOCATION FOR PRE-PLANNING SURVEYS: This amount is set aside to cover costs of field survey work intended to be included in the pre-planning contract only in the instance that this work is not completed under the pre-planning contract.
This fee has been prepared based on the standard rates provided and based on the understanding that this is not a construction contract, thus Davis Bacon wage requirements do not apply, even for tasks involving survey and field work. If this is not the case, then then this fee will need to be revised.



Governor's Office of Storm Recovery



Andrew M. Cuomo
Governor

Lisa Bova-Hiatt
Interim Executive Director

September 1, 2015

Kate Orff
SCAPE / LANDSCAPE ARCHITECTURE PLLC
277 BROADWAY SUITE 1606
NEW YORK, NY 10007
T 212 462 2628 ext.115 F 212 462 4164
SCAPESTUDIO.COM

Dear Ms. Orff:

This letter amendment memorializes the following additional provisions concerning the Contract for Services between HTFC and SCAPE / LANDSCAPE ARCHITECTURE PLLC (SCAPE):

1. The standard rate and multiplier table for all firms, annexed hereto, shall be fully incorporated into Exhibit B of the Contract for Services between the New York State Housing Trust Fund Corporation (HTFC) and SCAPE. The standard rate and multiplier table shall fully incorporate the fee schedule set forth in Exhibit B, and fee schedule and the rate table set forth in Exhibit B as referenced in paragraph 2(a) of the Contract for Services.
2. HTFC and SCAPE shall abide by the rates set forth in the table for SCAPE and its subcontractors for the work described in the agreement. It is agreed that any addition or alteration of titles to the rate and multiplier table necessary for the completion of work shall require an amendment to the Contract for Services.
3. It is further agreed that all travel expenses, copies and postage incurred under the Contract for Services shall be reimbursed at State rates.
4. It is further agreed that the firm MTWTF shall no longer be part of the SCAPE proposal and that SCAPE shall self-perform the services previously proposed by MTWTF.

On behalf of SCAPE / LANDSCAPE ARCHITECTURE PLLC

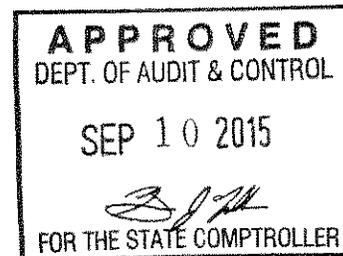
[Redacted Signature]

Kate Orff, RLA

On behalf of HTFC

[Redacted Signature]

Daniel Greene, Interim General Counsel
New York State Governor's Office of Storm Recovery



STANDARD RATE TABLE

FIRM: SCAPE

| Firm | Type | Name | Title | Direct Rate | Multiplier | Billing Rate |
|-------|---|------|-------|-------------|------------|--------------|
| SCAPE | Landscape Architect - Partner | | | | | |
| SCAPE | Landscape Architect - Partner | | | | | |
| SCAPE | Sr. Landscape Designer / Urban Designer | | | | | |
| SCAPE | Sr. Landscape Designer / Urban Designer | | | | | |
| SCAPE | Landscape Designer / Urban Designer | | | | | |
| SCAPE | Landscape Designer / Urban Designer | | | | | |
| SCAPE | Jr. Landscape Designer / Urban Designer | | | | | |
| SCAPE | Administrative | | | | | |
| SCAPE | Administrative | | | | | |
| | | | | | | |

NOTES

Rates are representative of rates for individuals for a given title or category.
 Rates are subject to an annual percent increase based on cost of living and merit raises.

STANDARD RATE TABLE

FIRM: OCC

| Firm | Type | Name | Title | Direct Rate | Multiplier | Billing Rate |
|------|--------------------------------------|------|-------|-------------|------------|--------------|
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Senior Engineer | | | | | |
| OCC | Senior Expert | | | | | |
| OCC | Senior Geotechnical Engineer | | | | | |
| OCC | Senior Marine Biologist / Specialist | | | | | |
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Senior Coastal Engineer | | | | | |
| OCC | Coastal Engineer | | | | | |
| OCC | Coastal Engineer | | | | | |
| OCC | Coastal Engineer | | | | | |
| OCC | Coastal Engineer | | | | | |
| OCC | Engineer | | | | | |
| OCC | Engineer | | | | | |
| OCC | GIS Specialist | | | | | |
| OCC | GIS Specialist | | | | | |
| OCC | Senior CAD Specialist | | | | | |
| OCC | CAD Specialist | | | | | |

NOTES

Rates are subject to an annual percent increase based on cost of living and merit raises.

STANDARD RATE TABLE

FIRM: ARCADIS

| Firm | Type | Name | Title | Direct Rate | Multiplier | Billing Rate |
|---------|--------------------------|------|-------|-------------|------------|--------------|
| ARCADIS | Sr. Engineer / Scientist | | | | | |
| ARCADIS | Sr. Engineer / Scientist | | | | | |
| ARCADIS | Sr. Engineer / Scientist | | | | | |
| ARCADIS | Engineer / Scientist | | | | | |
| ARCADIS | Engineer / Scientist | | | | | |
| ARCADIS | Engineer / Scientist | | | | | |
| ARCADIS | CAD / GIS operator | | | | | |
| ARCADIS | Administrative | | | | | |
| | | | | | | |
| | | | | | | |

NOTES

Rates are representative of rates for individuals for a given title or category.

Rates are subject to an annual percent increase based on cost of living and merit raises.

STANDARD RATE TABLE

FIRM: Parsons Brinckerhoff

| Firm | Type | Name | Title | Direct Rate | Multiplier | Billing Rate |
|----------------------|-----------------------------|------|-------|-------------|------------|--------------|
| Parsons Brinckerhoff | Sr. Engineer | | | | | |
| Parsons Brinckerhoff | Engineer | | | | | |
| Parsons Brinckerhoff | Senior Coastal Engineer | | | | | |
| Parsons Brinckerhoff | CADD Operator | | | | | |
| Parsons Brinckerhoff | Sr. Urban Strategist | | | | | |
| Parsons Brinckerhoff | Sr. Planner / GIS / Mapping | | | | | |
| Parsons Brinckerhoff | Jr. Planner | | | | | |
| Parsons Brinckerhoff | Sr. Geotechnical Engineer | | | | | |
| Parsons Brinckerhoff | Sr. Geotechnial Engineer | | | | | |
| Parsons Brinckerhoff | Geotechnical Engineer | | | | | |
| Parsons Brinckerhoff | Geotechnical CADD Operator | | | | | |

NOTES

Rates are subject to an annual percent increase based on cost of living and merit raises.

STANDARD RATE TABLE

FIRM: Prudent Engineering

| Firm | Type | Name | Title | Direct Rate | Multiplier | Billing Rate |
|-------------|-------------------------|-------------|--------------|--------------------|-------------------|---------------------|
| Prudent | Sr. Engineer | | | | | |
| Prudent | Sr. Engineer | | | | | |
| Prudent | Sr. Engineer | | | | | |
| Prudent | Engineer | | | | | |
| Prudent | Land Surveyor | | | | | |
| Prudent | Party Chief | | | | | |
| Prudent | Boat Operator | | | | | |
| Prudent | CADD Operator | | | | | |
| Prudent | Word Processor Operator | | | | | |
| | | | | | | |

NOTES

Rates are representative of rates for individuals for a given title or category.

Rates are subject to an annual percent increase based on cost of living and merit raises.

NYS DOL 'Prevailing' Wage Rates do not apply. Scape or their client will provide documentation to this effect; however in the event this work is declared a public work and subject to prevailing wages - a supplemental agreement will be entered into between Prudent Engineering and Scape or their client for the purposes of providing funds to pay the applicable differential wages and supplemental benefits.

| STANDARD RATE TABLE | | | | | | |
|---|---------------------|------------------------|-------------------|-----------------------|-----------------------|--------------|
| FIRM: New York Harbor Foundation (NYHF) | | | | | | |
| Firm | Title / Role | Direct Labor Rate (Bas | Overhead (33%) | Standard Billing Rate | Hours | Fee |
| NYHF | Director | | | | | |
| NYHF | Program Manager | | | | | |
| NYHF | VP Administration | | | | | |
| NYHF | Project Manager | | | | | |
| NYHF | Hatchery Manager | | | | | |
| NYHF | Nursery Tech | | | | | |
| NYHF | Remote Setting Tech | | | | | |
| | | | | | | |
| | | | Multiplier = 1.33 | | Total Labor Expense | \$250,000.00 |
| | | | | | Reimbursable Expenses | \$282,000.00 |
| | | | | | Total Design Fee | \$532,000.00 |

STANDARD RATE TABLE

FIRM: SeArc Ecological Marine Consulting (SeARC)

| Firm | Type | Name | Title | Direct Rate | Multiplier | Billing Rate | |
|-------|------------------------|------|-------|-------------|------------|--------------|--|
| SeArc | Ecologist | | | | | | |
| SeArc | Environmental Engineer | | | | | | |
| SeArc | Graphic Designer | | | | | | |
| SeArc | Scientific Diver | | | | | | |
| SeArc | Ecologist | | | | | | |
| SeArc | Ecologist | | | | | | |
| | | | | | | | |

NOTES

This multiplier is preliminary and is being verified by the firm's accountant.
 Rates are representative of rates for individuals for a given title or category.
 Rates are subject to an annual percent increase based on cost of living and merit raises.



New York State
Housing Trust Fund Corporation

ACH/DIRECT DEPOSIT AUTHORIZATION

NOTE: Please type or clearly print all requested information

PART 1: Payee Identification

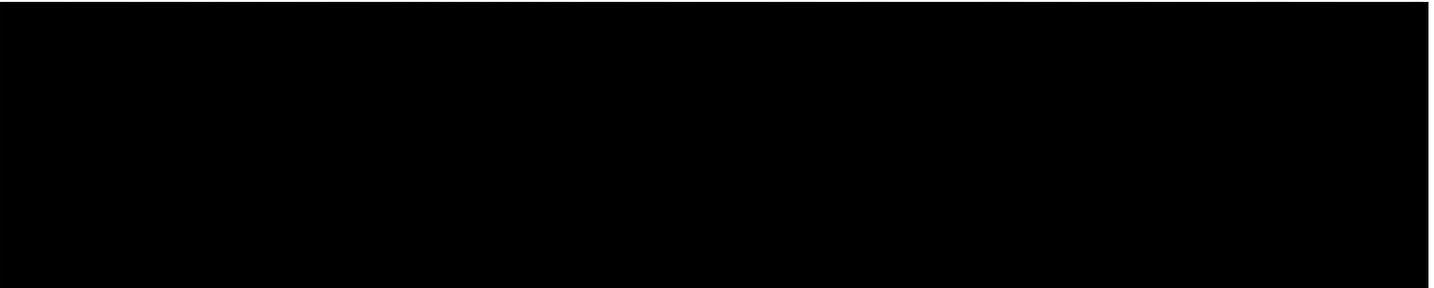
| | | | |
|---|------------------|---|-------------------|
| Payee Name SCAPE Landscape Architecture PLLC | | Payee Type <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Property Manager/Agent | |
| Payee Email Address [REDACTED] | | Payee Phone Number (with area code) [REDACTED] Type <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home | |
| Street Address 277 Broadway, Suite 1606 | City New York | State NY | Zip Code 10007 |

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 [REDACTED] | Title Partner | Date 7/15/15 |
|------------------------------------|------------------|-----------------|



GOVERNOR'S OFFICE OF STORM RECOVERY

Andrew M. Cuomo
Governor

James Rubin
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

**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

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,

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

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.

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

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

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

(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.

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

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 A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

| | Page |
|---|-------------|
| 1. Executory Clause | 3 |
| 2. Non-Assignment Clause | 3 |
| 3. Comptroller's Approval | 3 |
| 4. Workers' Compensation Benefits | 3 |
| 5. Non-Discrimination Requirements | 3 |
| 6. Wage and Hours Provisions | 3 |
| 7. Non-Collusive Bidding Certification | 4 |
| 8. International Boycott Prohibition | 4 |
| 9. Set-Off Rights | 4 |
| 10. Records | 4 |
| 11. Identifying Information and Privacy Notification | 4 |
| 12. Equal Employment Opportunities For Minorities and Women | 4-5 |
| 13. Conflicting Terms | 5 |
| 14. Governing Law | 5 |
| 15. Late Payment | 5 |
| 16. No Arbitration | 5 |
| 17. Service of Process | 5 |
| 18. Prohibition on Purchase of Tropical Hardwoods | 5-6 |
| 19. MacBride Fair Employment Principles | 6 |
| 20. Omnibus Procurement Act of 1992 | 6 |
| 21. Reciprocity and Sanctions Provisions | 6 |
| 22. Compliance with New York State Information Security Breach and Notification Act | 6 |
| 23. Compliance with Consultant Disclosure Law | 6 |
| 24. Procurement Lobbying | 7 |
| 25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors | 7 |
| 26. Iran Divestment Act | 7 |

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'S 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 L OBBYING. 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 O F R EGISTRATION TO COLLECT S ALES AND COMPENSATING US E TAX BY C ERTAIN S TATE C ONTRACTORS, 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.

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.

Section 3 Summary Report

HUD Field Office

Economic Opportunities for Low – and Very Low-Income Persons

| |
|--|
| |
|--|

| | | | | | |
|--|--|--|--------------------|--|------------------------------|
| 1. Recipient/ Project Name: Living Breakwaters | | 2. TDHCA Contract number | | 3. Total Amount of Award: \$3,700,200 | |
| Project Address/ Location: Tottenville, Staten Island, NY | | 4. Contact Person: | | 5. Phone: (Include area code) | |
| Email: | | 6. Contract Begin Date: | Contract End Date: | Revised End Date: | 7. Report Period Begin Date: |
| | | | | | Report Period End Date: |
| 8. Date Report Submitted: Wednesday, July 15, 2015 | | 9. Program Code*: (Use separate sheet for each program code.) Select a code | | | 10. Funding Program Name: |

Part I: Employment and Training (Columns B, C and F are mandatory fields. Include New Hires in 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* S3E&TH / TSH = % | | | F Number of Section 3 Trainees |
|-------------------------------------|--------------------------|--|--|---|---|------|-----------------------------------|
| Professional | | | 0.0% | | | 0.0% | |
| Technician | | | 0.0% | | | 0.0% | |
| Foreman/ Supervisor | | | 0.0% | | | 0.0% | |
| Office/ Clerical | | | 0.0% | | | 0.0% | |
| Cleaning/ maintenance | | | 0.0% | | | 0.0% | |
| Demolition | | | 0.0% | | | 0.0% | |
| Construction by Trade | | | | | | | |
| Cabinet Maker | | | 0.0% | | | 0.0% | |
| Carpenter | | | 0.0% | | | 0.0% | |
| Concrete/ Terrazzo | | | 0.0% | | | 0.0% | |
| Craftworker, skilled | | | 0.0% | | | 0.0% | |
| Drywall/ Ceiling Tile | | | 0.0% | | | 0.0% | |
| Electrician | | | 0.0% | | | 0.0% | |
| Fencing | | | 0.0% | | | 0.0% | |
| Flooring / Carpet | | | 0.0% | | | 0.0% | |
| Gutter Installer | | | 0.0% | | | 0.0% | |
| Hazardous Materials | | | 0.0% | | | 0.0% | |
| HVAC | | | 0.0% | | | 0.0% | |
| Insulator | | | 0.0% | | | 0.0% | |
| Laborer | | | 0.0% | | | 0.0% | |
| Landscape | | | 0.0% | | | 0.0% | |
| Masonry, Plaster, Stucco | | | 0.0% | | | 0.0% | |
| Painter | | | 0.0% | | | 0.0% | |
| Paving | | | 0.0% | | | 0.0% | |
| Plumber | | | 0.0% | | | 0.0% | |
| Power Equipment Operator, Skilled | | | 0.0% | | | 0.0% | |
| Power Equipment Operator, Unskilled | | | 0.0% | | | 0.0% | |
| Roofer | | | 0.0% | | | 0.0% | |
| Sprinkler Installer | | | 0.0% | | | 0.0% | |
| Tile/ Marble Cutter/ Setter | | | 0.0% | | | 0.0% | |
| Truck Driver | | | 0.0% | | | 0.0% | |
| Total | 0 | 0 | 0.0% | 0 | 0 | 0.0% | 0 |

*Use column E if necessary to compare groups containing both full and part-time workers, and those working overtime.

Show Section 3 Employees' and Trainees' hours worked, divided by Total staff hours worked.

*Program Codes 4 = Homeless Assistance

5 = HOME

6 = HOME State Administered

8 = CDBG State Administered

9 = Other CD Programs

10= Other Housing Programs

Part II: Contracts Awarded during the period of this report (item 7, above)

1. Construction Contracts:

| | |
|--|------------|
| A. Total dollar amount of construction contracts awarded on the project | \$ _____ - |
| B. Dollar amount of construction contracts awarded to Section 3 businesses | _____ |
| C. Percentage of construction contract dollar amount awarded to Section 3 businesses | 0.0% |
| D. Number of Section 3 businesses receiving construction contracts | _____ |

2. Non-Construction Contracts:

| | |
|--|-----------------|
| A. Total dollar amount of non-construction contracts awarded on the project/activity | \$ 3,700,200.00 |
| B. Dollar amount of non-construction contracts awarded to Section 3 businesses | _____ |
| C. Percentage of non-construction dollar amount awarded to Section 3 businesses | 0.0% |
| D. 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, contracts with the 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 (Include any obstacles that prevented achieving program goals).

Failure to meet hiring and contracting goals requires a description of obstacles that prevented achievement.

Narrative: All job postings for the project are listed on the NYCHA website and the GOSR Section 3 portal. We plan to meet the required 3% Section 3 business requirement for this contract.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures 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 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 self-monitoring tool. The data is entered into a database 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.

| | | |
|---|---|--|
| Semi-Annual Labor Standards Enforcement Report - Local Contracting Agencies (HUD Programs) | U.S. Department of Housing and Urban Development Office of Labor Relations | HUD FORM 4710 <small>OMB Approval Number 2501-0019 (Exp. 09/30/2013)</small> |
|---|---|--|

| | | | |
|---|---|---|--|
| Agency Name: | Agency Type: <small>(e.g., CDBG, PHA, TDHEIHA)</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.

- 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
- Total dollar amount of prime contracts reported in item 1 above \$
- 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" | "\$0,000,000.00" | "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, TDHE/SHA)</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 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):

Employer Project(s)

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):

Employer Project HUD or DOL Invest. Or Hearing

6. (a) **Number of workers for whom wage restitution was collected/disbursed:**
Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are disbursed. Include workers to whom restitution was paid directly by the employer.

(b) **Total amount of straight time wage restitution collected/disbursed 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/disbursed 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: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total workforce |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input checked="" type="radio"/> Contractor <input type="radio"/> Subcontractor Subcontractor's name _____ |
| Offeror's Address: 277 Broadway, Suite 1606, New York, NY 10007 | |

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 | 5 | | 5 | | 5 | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | |
| Office/Clerical | 1 | | 1 | | | | | | | | 1 | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | |
| Totals | 6 | | 6 | | 5 | | | | | | 1 | | | | | | |

| | |
|--|--------------|
| | DATE: |
| | 7/15/15 |

| | | |
|--|---------|--|
| NAME AND TITLE OF PREPARER (Print or Type): | | SUBMIT COMPLETED WITH BID OR PROPOSAL |
| Elena Brescia | Partner | |

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

| | |
|---|--|
| Solicitation/Program Name: Living Breakwaters Task Order #2 - Design Phase | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total work force |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>ARCADIS of New York, Inc.</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York, NY 10007 | |

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) | Disabled (M) (F) | Veteran (M) (F) | | | | | | | |
| Officials/Administrators | | 2 | | 2 | | | | | | | | | | | | | |
| Professionals | | | 2 | | 2 | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | |
| Totals | | 2 | 2 | 2 | 2 | | | | | | | | | | | | |

| | |
|--|----------------------|
| | DATE: |
| | 7/16/15 |
| NAME AND TITLE OF PREPARER (Print or Type): | |
| Robert Schneider | Market Sector Leader |
| SUBMIT COMPLETED WITH BID OR PROPOSAL | |

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

| | |
|---|--|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total work force |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>LOT-EK</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York, NY 10007 | |

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 | 8 | 5 | 3 | 3 | 2 | | | 1 | 1 | 1 | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | | |
| Office/Clerical | 1 | 1 | | 1 | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | | |
| Totals | 9 | 6 | 3 | 4 | 2 | | | 1 | 1 | 1 | | | | | | | | |

| | |
|--|--------------|
| | DATE: |
| | 7/16/15 |

| | | |
|-----------|-----------|--|
| Ada Tolla | President | SUBMIT COMPLETED WITH BID OR PROPOSAL |
|-----------|-----------|--|

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

| | |
|--|--|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total workforce |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>MFS Consulting Engin.& Surveyors,DPC</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York NY 10007 | |

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 | 3 | 3 | | 1 | | | | 2 | | | | | | | | | | |
| Professionals | 8 | 7 | 1 | 6 | | 1 | | | 1 | | | | | | | | | |
| Technicians | 2 | 2 | | 2 | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | | |
| Office/Clerical | 2 | | 2 | | 2 | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | | |
| Totals | 15 | 12 | 3 | 9 | 2 | 1 | | 2 | 1 | | | | | | | | | |

| | |
|--|--------------|
| | DATE: |
| | 7/15/15 |
| NAME AND TITLE OF PREPARER (Print or Type): | |
| Walter Perkins | CFO |
| SUBMIT COMPLETED WITH BID OR PROPOSAL | |

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

| | |
|--|---|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total workforce |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>MTWTF</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York NY 10007 | |

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 | 1 | 1 | | 1 | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | |
| Totals | 1 | 1 | | 1 | | | | | | | | | | | | | |

| | |
|--|-------------------------|
| | DATE: 6/15/15 |
|--|-------------------------|

| | |
|---|--|
| NAME AND TITLE OF PREPARER (Print or Type): Aliza Dzik | SUBMIT COMPLETED WITH BID OR PROPOSAL |
|---|--|

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

| | |
|--|---|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total work force |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>New York Harbor Foundation</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York NY 10007 | |

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 | | Black | | Hispanic | | Asian | | Native American | | (M) | (F) | (M) | (F) |
| | | | | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | | | | |
| Officials/Administrators | 1 | 1 | | 1 | | | | | | | | | | | | | |
| Professionals | 1 | 1 | | 1 | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | |
| Totals | 2 | 2 | | 2 | | | | | | | | | | | | | |

| | | |
|----------------|-------------------------|--|
| | DATE: 7/15/15 | |
| Matthew Haiken | VP Administration | SUBMIT COMPLETED WITH BID OR PROPOSAL |

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

| | |
|--|--|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total workforce |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>Ocean and Coastal Consultants Engineering, P.C.</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York NY 10007 | |

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 | 21 | 13 | 8 | 13 | 8 | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | | | | |

| | |
|--|--------------|
| | DATE: |
| | 7/16/15 |

| | |
|--|-----------------------------------|
| NAME AND TITLE OF PREPARER (Print or Type): | |
| Joseph F. Marrone | Secretary - Chief Project Manager |

SUBMIT COMPLETED WITH BID OR PROPOSAL

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

| | |
|---|--|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total work force |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>Parsons Brinckerhoff, Inc.</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York, NY 10007 | |

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 | | Black | | Hispanic | | Asian | | Native American | | (M) | (F) | (M) | (F) |
| | | | | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | (M) | (F) | | | | |
| Officials/Administrators | 4 | 4* | 0 | 3 | | | | | | | | | | | | | |
| Professionals | 5 | 3 | 2 | 2 | 1 | | | 1 | 1 | | | | | | | | |
| Technicians | 2 | 2 | 0 | 1 | | | 1 | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | |
| Totals | 11 | 9 | 2 | 6 | 1 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | |
|--|--------------------------------|
| | DATE: |
| | 7/16/15 |
| NAME AND TITLE OF PREPARER (Print or Type): | |
| Shannon O. Young | U.S. Senior Compliance Officer |
| SUBMIT COMPLETED WITH BID OR PROPOSAL | |

*One individual declined to answer.

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

| | |
|--|---|
| Solicitation/Program Name: Living Breakwaters | Report includes: <input checked="" type="radio"/> Workforce to be utilized on this contract <input type="radio"/> Contractor/Subcontractor's total workforce |
| Offeror's Name: SCAPE Landscape Architecture PLLC | Reporting Entity: <input type="radio"/> Contractor <input checked="" type="radio"/> Subcontractor Subcontractor's name <u>Prudent Engineering</u> |
| Offeror's Address: 277 Broadway, Suite 1606, New York NY 10007 | |

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 | 1 | 1 | | 1 | | | | | | | | | | | | | | |
| Technicians | 2 | 2 | | 2 | | | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | | | |
| Totals | 3 | 3 | | 3 | | | | | | | | | | | | | | |

| | |
|---|--|
| | DATE: 7-15-15 |
| NAME AND TITLE OF PREPARER (Print or Type): Terry Mckiven Survey Party Chief | SUBMIT COMPLETED WITH BID OR PROPOSAL |

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

| | |
|---|--|
| Solicitation/Program Name: Infrastructure RBD Design Contract- Advisory Services | 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: SeArc – Ecological Marine Consulting LTD | Reporting Entity: <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Subcontractor Subcontractor's name |
| Offeror's Address: 14 YEHOShUA' BIN NUN ST. TEL AVIV, ISRAEL 62643 | |

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 | 2 | 1 | 1 | 2 | | | | | | | | | | | | |
| Technicians | 2 | 1 | 1 | 2 | | | | | | | | | | | | |
| Service Maintenance Workers | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | |
| Skilled Craft Workers | | | | | | | | | | | | | | | | |
| Paraprofessionals | | | | | | | | | | | | | | | | |
| Protective Service Workers | | | | | | | | | | | | | | | | |
| Totals | 2 | | 2 | 4 | | | | | | | | | | | | |

| | |
|--|--|
| | DATE: 07/16/15 |
| NAME AND TITLE OF PREPARER (Print or Type): Ido Sella, PARTNER & CEO | 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: SCAPE Landscape Architecture

Federal Identification Number: [REDACTED]

Address: 277 Broadway, Suite 1606

Solicitation Number:

City, State, Zip Code: New York, NY 10007

Telephone Number: 212-462-2628

Region/Location of Work: New York, NY

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 SCAPE Landscape Architecture PLLC 277 Broadway, Suite 1606 New York, NY 10007 | <input type="checkbox"/> NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE | [REDACTED] | design leadership; project management; project coordination | \$645,000 |
| B LOT-EK 181 Chrystie St., #2 New York, NY 10001 | <input type="checkbox"/> NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE | [REDACTED] | conceptual architectural design | \$30,000 |

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): Elena Brescia Signature: [REDACTED] Authorized Signature DATE: July 15, 2015 TELEPHONE NO: [REDACTED] EMAIL ADDRESS: [REDACTED] | 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: _____ |

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.

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: SCAPE Landscape Architecture

Federal Identification Number: [REDACTED]

Address: 277 Broadway, Suite 1606

Solicitation Number:

City, State, Zip Code: New York, NY 10007

Telephone Number: 212-462-2628

Region/Location of Work: New York, NY

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 MFS Consulting Engineers & Surveyor, DPC 2780 Hamilton Blvd. South Plainfield, NJ 07080 | <input checked="" type="checkbox"/> NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE | [REDACTED] | construction feasibility, conceptual cost estimation, landside survey work | \$396,500 |
| B Prudent Engineering 6390 Fly Road East Syracuse, NY 13057 | <input checked="" type="checkbox"/> NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE | [REDACTED] | bathymetric survey work, tidal gauge installation and monthly monitoring | \$270,700 |

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).

| FOR AGENCY USE ONLY | |
|---|-------|
| REVIEWED BY: | DATE: |
| <p>PREPARED and APPROVED BY:</p> <p>NAME AND TITLE OF PREPARER (Print or Type): Elena Brescia</p> <p>Signature: [REDACTED]</p> <p>Authorized: [REDACTED]</p> <p>DATE: July 15, 2015</p> <p>TELEPHONE NO: [REDACTED]</p> <p>EMAIL ADDRESS: [REDACTED]</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>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> | |

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, Elena Brescia, the (awardee/contractor) SCAPE / LANDSCAPE ARCHITECTURE agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location) the Governor's Office of Storm Recovery.

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/WBE 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/WBE 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 on the 15th day of July, 2015

By _____

Print: Elena Brescia

Title: 07/15/2015

_____ 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) | | (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, 5 th 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.

NO Respond YES or NO.

If YES, provide explanation:

Respondent's Signature

07/24/2015
Date of Respondent's Signature

Elena Brescia
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 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, except that "Consultant" is referred to herein as "Landscape Architect" or "Architect."

ARTICLE 1. BASIC SERVICES

1.1 When Architect believes that final package of design documents and other materials due from Architect is complete, Architect shall submit the same to HTFC. HTFC shall review and comment on the same. Architect 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. Architect shall prepare reasonably required presentation materials for such purposes. Architect's time for a reasonable number of appropriate meetings and presentations of this type is included in the Scope of Services. Similarly, Architect 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 Architect shall not receive Additional Services compensation for any revisions to drawings, specifications, or other deliverables prepared by the Architect to the extent that such revisions: (a) are required by reason of the Architect's professional negligence; (b) are required because Architect 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 Architect as a result of the Architect's reevaluation of a previous design judgment or initiation of a new concept or idea; or (e) are necessary to clarify or coordinate the Architect's design, but only if such information is unavailable to the contractor.

1.4 Architect 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 Architect, any schedule or other time limits shall not be

exceeded by Architect; 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 Architect's reasonable control.

ARTICLE 2. COST ESTIMATES

2.1 Architect 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 Fifty-One Million Dollars (\$51,000,000.00). HTFC shall promptly notify Architect 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 Architect (including without limitation the construction contractor's general conditions costs, overhead, and profit in relation thereto, but excluding the compensation of the Architect 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 Architect to design the Project within the constraints of the Project Budget prior to completion of Architect'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 Architect 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, Architect will review the cost estimates prepared HTFC or its cost consultant and shall consult with HTFC and HTFC's cost consultant to review Architect'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 Architect, 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 Architect's services, Architect's evaluations of the Project Budget or any estimates of the cost of the work to be designed by the Architect represent Architect's judgment as a design professional, acting consistent with the applicable professional standards of skill and care. Architect 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, Architect 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 Architect 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 Architect shall, if requested by HTFC, participate in value engineering workshops and revise the Architect'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 Architect prior to completion of the Architect'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 Architect 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 Architect agrees that all studies, plans, specifications, drawings and other documents of any kind whatsoever, and in whatever medium expressed, prepared by Architect 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 Architect terminates this Agreement for any reason whatsoever); provided, however, that Architect has been paid in full for all services performed and expenses incurred by Architect 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 Architect, 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 Architect in such connection, or if HTFC uses the Project Documents for any project other than the Project and does not engage Architect in such connection, or if the Project Documents are modified by anyone other than Architect, then, to the fullest extent permitted by law: (a) Architect and its consultants shall not be liable for (and HTFC shall indemnify Architect and its consultants from) liabilities asserted by third parties against Architect and/or its consultants by reason of any such use or modification of the Project Documents and (b) Architect shall have the right to have HTFC remove Architect's name and its consultant's names from the buildings and publicity materials for the Project (but Architect's name shall remain on the drawings and specifications signed and sealed by Architect).

3.3 Nothing in this Agreement shall diminish Architect's and Architect'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 Architect to HTFC pursuant to this Agreement, subject to the conditions set forth in Section 3.1.

3.5 HTFC hereby grants to Architect 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 Architect 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 Architect to enforce such license and proprietary rights. Without limiting the foregoing, Architect may use HTFC's name, any excerpts from the Project Documents, and any other representations of the Project prepared by Architect in Architect'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, Architect shall include hard copy sets in addition to any sets delivered in electronic form. Architect'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 Architect 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 Architect 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, Architect 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.*, DASNY, NYC, 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. Architect's responsibilities under this Article are part of Architect's Scope of Services.

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

4.3 Architect 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 Architect so that the work product of Architect and each HTFC Consultant can be coordinated with the Project schedule, if any, and HTFC shall cause each HTFC Consultant to agree with Architect concerning such schedule.

4.4 Architect shall respond to and incorporate information from the HTFC Consultant final Submissions in Architect's design to the extent applicable to such design. HTFC shall endeavor to cause the HTFC Consultants to provide Architect 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 Architect's own work product. If Architect'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 Architect shall advise each HTFC Consultant in writing as to (i) special provisions, details, or other elements pertinent to Architect's design that are to be included in such HTFC Consultant Submissions, and (ii) coordination problems known to Architect, if any, involving such HTFC Consultant Submissions. Architect shall respond promptly to inquiries from HTFC Consultants concerning coordination of services. HTFC shall cause the HTFC Consultants to advise Architect in writing as to (i) special

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

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

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

ARTICLE 5. ARCHITECT'S TEAM

5.1 Architect's authorized representatives for the purposes of this Agreement are specified in the Scope of Services. Architect 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 Architect's services hereunder. The acts of each such authorized representative shall be the binding acts of Architect; and HTFC may rely upon same as the binding acts of Architect.

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

5.3 Architect'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, Architect 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, Architect will be responsible for directing and coordinating the services of all Subconsultants so that their designs comply with the requirements of this Agreement. Architect will be responsible for the performance of all Subconsultants (and the acts and omissions of all Subconsultants shall be deemed those of Architect). The fee, hourly rates, and reimbursables of each Subconsultant shall be set forth in the respective Task Order. Architect 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. Architect 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 Architect in advance), Architect 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 Architect and each Subconsultant.

5.4 All persons assigned to the Project by Architect 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 Architect fails to so cooperate, is not skilled in the task assigned, causes dissension, or is detrimental to the Project, upon HTFC's written request, Architect 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 SCAPE 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 Architect 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 Architect. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2015

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 Bollinger Inc. A subsidiary of Arthur J. Gallagher & Co. 115 South Jefferson Rd Bldg 200 Whippany NJ 07981 | CONTACT NAME: PHONE (A/C, No, Ext): 800-350-8005 | FAX (A/C, No): 973-921-2876 |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: National Fire Insurance Co of Hartf | 20478 | |
| INSURER B: Continental Casualty Company | 20443 | |
| INSURER C: American Casualty Company of Readin | 20427 | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED SCAPLAN-01
 Scape Landscape Architecture PLLC
 277 Broadway Ste 1606
 New York NY 10007

COVERAGES

CERTIFICATE NUMBER: 1561565823

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: | Y | | [REDACTED] | 5/9/2015 | 5/9/2016 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| | | | | | | | | \$ |
| A | <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 | | | [REDACTED] | 5/9/2015 | 5/9/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | [REDACTED] | 5/9/2015 | 5/9/2016 | EACH OCCURRENCE | \$5,000,000 |
| | | | | | | | AGGREGATE | \$5,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | [REDACTED] | 5/9/2015 | 5/9/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |

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

Housing Trust Fund Corporation and the State of New York is listed as an Additional Insured as respects to the listed policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Insurance is Primary and Non-Contributory - Project: SCAPE Project Living Breakwaters Design

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Housing Trust Fund Corporation Hampton Plaza 38-40 State Street Albany NY 12207 | 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 [REDACTED] |
|---|---|

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

7/24/2015

PRODUCER
WHITEHORN FINANCIAL GROUP, INC
 44 Main Street, Suite 3
 Millburn, NJ 07041
 (973)564-9330

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 POLICIES BELOW.

INSURED
SCAPE Landscape Architecture PLLC
 277 Broadway
 16th Floor
 New York, NY 10007

| INSURERS AFFORDING COVERAGE | NAIC# |
|-----------------------------|-------|
| INSURER A: CNA | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | | | | | | | | |
|-----------------------------|-------------|---|---------------|---------------------------------|----------------------------------|--|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | | GARAGE LIABILITY <input type="checkbox"/> ANYAUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$ | | | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ | | | | | | | | |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | |
| | | OTHER Professional Liability | | 05-09-15 | 05-09-16 | \$2,000,000 Per Claim \$3,000,000 Aggregate | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: SCAPE Project Living Breakwaters Design

CERTIFICATE HOLDER

Housing Trust Fund Corporation
 Hampton Plaza
 38-40 State Street
 Albany, NY 12207

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| <p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>Scape Landscape Architecture PBLC 277 Broadway Ste 1606 New York, NY 10007</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p> <p>277 Broadway Ste 1606 New York, NY 10007</p> | <p>1b. Business Telephone Number of Insured (212) 462-2628</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 the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Housing Trust Fund Corporation Hampton Plaza 38-40 State Street Albany, NY 12207</p> | <p>3a. Name of Insurance Carrier CNA Insurance</p> <p>3b. Policy Number of entity listed in box "1a" [REDACTED]</p> <p>3c. Policy effective period 5/9/15 to 5/9/16</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <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: Rochelle Capabianco
[REDACTED] (Insurance carrier)

Approved by: [REDACTED] 8-4-15
[REDACTED] (Agent)

Title: Senior Client Services Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-350-8005 ext. 8337

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. 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.

STATE OF NEW YORK
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 and Address of Insured (Use street address only)</p> <p>Scape Landscape Architecture P LLC 277 BROADWAY 16TH FL New York, NY 10011</p> | <p>1b. Business Telephone Number of Insured 212-462-2628</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 CORPORATION HAMPTON PLAZA 38-40 STATE ST ALBANY, NY 12207</p> | <p>3a. Name of Insurance Carrier STANDARD LIFE INSURANCE CO. OF NEW YORK</p> <p>3b. Policy Number of entity listed in box "1a": [REDACTED]</p> <p>3c. Policy effective period: <u>01/01/2015 to 01/01/2016</u></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 the 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 Law coverage.

Date Signed 08/05/2015 By [REDACTED]
(Signature of Insurance carrier)

Telephone Number 877-241-4361 Title DBL ADMINISTRATOR

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS licensed Insurance Agent of that 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. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by 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.