INSTRUCTIONS FOR AWARDING AND COMPLETING DEMOLITION AGREEMENT, SCHEDULES, GENERAL CONDITIONS & EXHIBITS

REQUIREMENTS PRIOR TO AWARD OF CONTRACT

Before this Demolition Agreement can be executed, the following conditions must be complied with:

(1) Owner shall have approved the Contractor.

(2) Contractor shall have delivered to Owner the Performance Bond and the Payment Bond, if any, required by Section 7.1 of the Demolition Agreement.

(4) Contractor shall have delivered to Owner certificates of insurance evidencing compliance with the Required Insurance and Insurance Limits set forth in Schedule B to the Demolition Agreement.

(5) Contractor shall have confirmed and accepted all Demolition Specifications, addenda, and any Project Addendum to be executed simultaneously with this Demolition Agreement.

COMPLETION OF CONTRACT DOCUMENTS

The following information needs to be inserted in order to complete the Demolition Agreement:

Demolition Agreement

Cover Page: Insert Contractor name and date of Agreement.

Preliminary Statement: Insert date of Agreement and Contractor name, state of formation, type of entity and address.

Signature Page: Insert Contractor name.

Schedule B

B: Verify Insurance Limits or insert other coverage amounts provided by insurance consultant.

Schedule C

Verify/insert name and contact information for Owner, Contractor, GOSR Referee and Owner's Representative, as applicable.

General Conditions

Cover Page: Insert Contractor name and date of Agreement.

GOSR Supplementary Conditions for Contracts

Instructions for completing the Supplementary Conditions for each Subcontract and lower-tiered Subcontract are included at the front of the Supplementary Conditions.

PROTOCOL FOR FINAL DEMOLITION AGREEMENT

Please prepare four execution copies of the complete Demolition Agreement, including Schedules, General Conditions, Exhibits and all other attachments – each set must be bound as one document.

[redacted]

COMPLETION OF EACH PROJECT ADDENDUM (IN THE FORM OF SCHEDULE D TO THE DEMOLITION AGREEMENT)

Introductory Statement

Insert Project Address.

Insert date of Demolition Agreement.

Insert Contractor Name.

Insert date of Project Addendum.

Project Addendum Terms and Conditions

A: Insert address of the Project

B: Insert Starting Date and Substantial Completion Date for the Work.

C: Insert the Contract Price.

D: Insert list of other reference documents – if any – (such as consultant reports) which impact the Contractor's scope of Work.

PROTOCOL FOR EACH FINAL PROJECT ADDENDUM

Please prepare four execution copies of the applicable complete Project Addendum and any attachments – each set must be bound as one document.

[redacted]

HTFC DEMOLITION AGREEMENT

OWNER:	HOUSING TRUST FUND CORPORATION 25 Beaver Street New York, New York 10004
CONTRACTOR:	United Industries and Construction Corporation 2 Rector Street Suite 11 New York, New York 10006
DATED:	November 6, 2014

[redacted]

TABLE OF CONTENTS

DEMOLITION AGREEMENT

ARTICLE 1. General Conditions; Contract Documents
ARTICLE 2. The Work
ARTICLE 3. Contract Price
ARTICLE 4. Starting Date; Substantial Completion Date
ARTICLE 5. Authorized Representatives of Owner and Contractor; GOSR Referee; Owner's Representative
ARTICLE 6. Miscellaneous
ARTICLE 7. Bonds
ARTICLE 8. Required Insurance
ARTICLE 9. GOSR Supplementary Conditions for Contracts

SCHEDULES

SCHEDULE A Demolition Specifications
SCHEDULE B Required Insurance
SCHEDULE C Authorized Representatives of Owner and Contractor; GOSR Referee; Owner's Representative
SCHEDULE D Form of Project Addendum

GENERAL CONDITIONS

Exhibits to the General Conditions

EXHIBIT A Partial Waivers of Lien for Contractor and Subcontractors
EXHIBIT B Final Waivers of Lien for Contractor and Subcontractor

GOSR SUPPLEMENTARY CONDITIONS FOR CONTRACTS

THIS DEMOLITION AGREEMENT (this "Demolition Agreement" or this "Agreement"), is dated November 6, 2014 and made effective September 15, 2014 ("Effective Date") between United Industries and Construction Corporation with offices located at 2 Rector Street Suite 11 New York, New York 1006 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having an office at 25 Beaver Street, New York, New York 10004 ("HTFC" or "Owner").

Introductory Statement

Owner, through the Governor's Office of Story Recovery ("GOSR"), is undertaking programs in support of recovery, blight removal, disposition and redevelopment for those properties impacted by Superstorm Sandy, Hurricane Irene or Tropical Storm Lee, in connection with GOSR's administration of U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). Demolition is required for those properties acquired by GOSR through the Acquisition and Buyout Programs outlined in the New York State Action Plan for CDBG-DR. Contractor has been selected to demolish certain property or properties as identified in a project addendum or project addenda, each in the form of Schedule D attached hereto, executed simultaneously with or subsequent to the execution of this Demolition Agreement (each, a "Project Addendum"). Contractor has advised Owner that Contractor is experienced and properly qualified and desires to perform and finish certain services for Owner in connection with the same.

For the purpose of assessing the cost and risks of the obligations which Contractor is assuming under this Agreement, Contractor acknowledges that Contractor has had a full and complete opportunity, before signing this Agreement and any Project Addendum hereunder, to conduct a thorough physical inspection of the applicable Project Site to be covered by the respective Project Addendum (defined below). Among those costs and risks are the cost and work of removing any in-ground or underground tanks and associated spillage, asbestos-containing materials, and lead-based paint, all of which are within the Contract Price (defined below) and for which Contractor will NOT receive Extra Payment or Change Orders (defined below). Supplementing the foregoing, Contractor acknowledges, further, that Contractor is taking the entire and exclusive risk of all site conditions, disclosed or undisclosed, foreseen or unforeseen, and will not seek Change Orders or Extra Payment (each as defined below) of any kind from Owner except for Discretionary Owner Changes and Extraordinary Conditions (as defined below).

Contractor acknowledges that performance of this Demolition Agreement requires compliance with certain federal and state requirements, including the Davis-Bacon Act, as set forth in Section 9.1 below and the GOSR Supplementary Conditions for Contracts attached hereto.

NOW, THEREFORE, in consideration of their mutual promises, and intending to be legally bound hereby, Owner and Contractor agree as follows:

ARTICLE 1. General Conditions; Contract Documents

1.1 "General Conditions" means the General Conditions for the Contract attached hereto which are incorporated by reference herein.

1.2 The Contract Documents consist of the Contract Documents as defined under the General Conditions. This Demolition Agreement and each Project Addendum form part of the Contract Documents. All words and phrases defined in the Contract Documents have the same meaning in this Demolition Agreement.

ARTICLE 2. The Work

2.1 Contractor shall perform the Work in accordance with the Contract Documents.

ARTICLE 3. Contract Price; Salvage Credit

3.1 The Contract Price for each Project shall be the amount specified as the "Contract Price" in the applicable Project Addendum, reflecting the Salvage Credit, and otherwise as increased or decreased pursuant to specific provisions of the Contract Documents.

ARTICLE 4. Starting Date; Substantial Completion Date

4.1 The "Starting Date" for the Work on each Project shall be as specified in the applicable Project Addendum.

4.2 The "Substantial Completion Date" for all the Work of this Contractor on each Project shall be as specified in the applicable Project Addendum, subject to extension if and to the extent permitted under Article 18 of the General Conditions.

ARTICLE 5. Authorized Representatives of Owner and Contractor; GOSR Referee; Owner's Representative

5.1 The authorized representatives of the Contractor are identified in Schedule C to the Demolition Agreement.

5.2 The authorized representatives of Owner are identified in Schedule C to the Demolition Agreement, as well as Owner's project manager (if any).

5.3 The "GOSR Referee" is identified in Schedule C to the Demolition Agreement and shall include any successor designated by Owner.

5.4 The "Owner's Representative" is identified in Schedule C to the Demolition Agreement and shall include any successor designated by Owner.

ARTICLE 6. Miscellaneous

6.1 Schedules A through D hereto and each Project Addendum executed by Owner and Contractor pursuant to this Demolition Agreement are and shall be deemed part of (and incorporated in) this Demolition Agreement as though fully set forth in this Demolition Agreement.

6.2 In the event of any question as to whether a particular provision of this Contract complies with the Construction Contracts Act, N.Y. Gen. Bus. Law § 756-758 (the "Act"), the particular provision shall be construed in a manner which results in compliance with the Act.

6.3 This Demolition Agreement may be executed (a) in counterparts, a complete set of which shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Demolition Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.

ARTICLE 7. Bonds

7.1 Before commencing the Work on any Project, Contractor shall give Owner a performance bond (the "Performance Bond"), and a labor and materials payment bond (the "Payment Bond"), in forms approved by Owner, each with a penal sum equal to the Contract Price. (The Performance Bond and the Payment Bond are referred to collectively as the "Bonds".)

7.2 The Bonds shall be issued by a reputable and well-established surety company or companies (collectively, the "Surety") satisfactory to Owner, approved in writing by Owner, and licensed to do business in the State of New York.

7.3 Owner's payment (or prepayment) to Contractor or any other Person of all or any portion of the Contract Price, or Owner's failure to retain any portion of the Contract Price (whether or not specifically permitted under this Contract), or any change in or variation in the time, method or condition of payment of the Contract Price by Owner, or any extension of Contractor's time for performance or the issuance of any Change Order or other modification of the Contract Documents, shall not discharge or modify to any extent whatsoever the obligation of the Surety upon the Bonds.

ARTICLE 8. Required Insurance

8.1 Schedule B sets forth the insurance coverages required of Contractor under this Contract (and, for the avoidance of doubt, whether Contractor executes only one, or more than one, Project Addendum).

ARTICLE 9. GOSR Supplementary Conditions for Contracts

9.1 Contractor shall (a) comply with the GOSR Supplementary Conditions for Contracts attached hereto (the "Supplementary Conditions"), (b) include such Supplementary Conditions in any Subcontract entered into under this Demolition Agreement, and (c) require all Subcontractors to flow-down such terms to all lower-tiered Subcontractors. These Supplementary Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, Standard Clauses for Contracts with HTFC and required diversity forms.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, Owner and Contractor have duly executed this Demolition Agreement (including the Schedules, General Conditions and Exhibits) as of the date first above written.

OWNER:

Housing Trust Fund Corporation

By: [redacted]
Name
Title: Executive Director
Date: 11/25/14

CONTRACTOR:

United Industries and Construction Corporation

By: [redacted]
Name: Antonio Morales
Title: President
Date: 11-7-14

SCHEDULES

SCHEDULE A	Demolition Specifications
SCHEDULE B	Required Insurance
SCHEDULE C	Authorized Representatives of Owner and Contractor; GOSR Referee; Owner's Representative
SCHEDULE D	Form of Project Addendum

SCHEDULE A

Demolition Specifications

These Demolition Specifications shall apply to each and every Project for which Owner and Contractor enter into a Project Addendum. In each such case Contractor shall comply with these Demolition Specifications, at Contractor's expense, in completing the Work for each applicable Project under this Demolition Agreement. All words and phrases defined in the Contract Documents have the same meaning in this Demolition Agreement and in these Demolition Specifications.

A. Preliminary Work

1. Confirm property line dimensions of the Project Site from survey. No work shall be performed outside the property line. Install a fence complying with Laws around the exterior of the site.

2. All utilities (including electricity, gas, water, and sewer, and fire hydrants) shall be disconnected before any removal and/or demolition activity is commenced. Removal of utilities shall be conducted by licensed persons and in all cases in compliance with, and as required by, Law.

3. Provide protection for any neighboring structures or improvements within ten (10) feet of the property line on any side or as otherwise required by Law. Protection of adjacent properties shall include protection from debris, dust, and excessive noise. All work shall be wet down periodically as necessary to minimize dust.

4. If asbestos is present, comply with Section C below.

5. If an in-ground or underground tank is present or if there are propane tanks on the site, comply with Section D below.

6. Obtain, at Contractor's expense, all permits and approvals required by Code and Environmental Laws (if applicable) for the demolition of the Project.

7. Prepare and send to Owner a written implementation plan (a "Demo Plan") describing briefly but in sufficient detail the proposed means and methods for proceeding with the demolition in accordance with these Demolition Specifications. Include in the Demo Plan any features of the existing structure requiring special means and methods which would not be covered in the conventional demolition of a one or two story residence. Include in the Demo Plan a list of all permits and approvals obtained pursuant to paragraph 6 above. State in the Demo Plan whether (a) there is asbestos which must be remediated (and, if so, how Contractor will comply with Section C below) and (b) whether there is an underground tank (or tanks) on the Project Site (and, if so, how Contractor will comply with Section D below).

8. If, within fifteen (15) days after Owner receives the Demo Plan, Owner does not give notice to Contractor requiring a modification of the Demo Plan, or requiring actions to be taken with respect to the Demo Plan, Contractor may give notice to Owner of its intent to proceed under the Demo Plan. If, within five (5) days after Owner receives such notice, Owner does not give notice to Contractor requiring a modification of the Demo Plan, or requiring actions to be taken with respect to the Demo Plan, Contractor shall proceed with demolition in accordance with the Demolition Specification in compliance with this Demolition Agreement and in accordance with the Demo Plan.

9. If, within the timeframe specified in paragraph 8 above, Owner gives notice to Contractor requiring a modification of the Demo Plan, or requiring actions to be taken with respect to the Demo Plan, Contractor shall modify the Demo Plan and/or take the required actions, and resubmit the Demo Plan to Owner. The resubmitted Demo Plan shall then be treated as if it were an initial submission of the

Demo Plan under these paragraphs 8 and 9.

10. Contractor shall provide the services of a licensed engineer, at Contractor's expense, to review and accept these Demolition Specifications, to sign and seal (if applicable) all necessary filings; and to perform all tests, reviews, inspections, sign-offs, and other matters under this Demolition Specification or otherwise in the performance of the Work which by Law require action or signature of a licensed engineer.

B. Demolition Activities

1. The scope of demolition includes the complete demolition and removal of all buildings and other improvements on the site in compliance with Laws, whether or not specific items or details of demolition (or means or methods of demolition) are described or specified in this Demolition Specification. Perform all demolition. Provide all labor and equipment necessary for this purpose, whether or not originally foreseeable as necessary.

2. Remove all sidewalks, paving, and other improvements on the site external to the building(s) being demolished.

3. Remove all underground piping and conduit.

4. Completely demolish all buildings on the site.

5. Remove all demolished materials, rubble, and demolition waste from the site in accordance with Law.

6. Remove all wiring, conduit, metering equipment, switches, panels, risers, cables, etc.

7. Remove concrete slab, foundations, and/or other foundation items and then grade the site so that it is generally leveled. If foundations have been removed, fill or backfill the site so it is generally leveled.

8. If necessary, provide any necessary shoring, bracing, or other supports if applicable to the Project.

C. Asbestos Removal

1. If and as applicable to the Project, comply with all requirements of Law regarding the removal and disposition of asbestos from the Project Site, including all responsibility for asbestos components of the Project, such as:

    a. Examine each property and perform any required testing to confirm the presence, or absence of, asbestos containing materials (ACM).

    b. File with the appropriate jurisdiction the required paperwork to identify the presence or absence of ACM.

    c. Remove all ACM materials found in accordance with all regulatory requirements.

    d. Perform all testing and air monitoring required to support the successful removal of any identified ACM and file all paperwork (for example, air clearance reports, etc.) to satisfy regulatory requirements and to obtain final regulatory approvals.

D. Underground Tanks

1. If and as applicable to the Project, comply with all requirements of Law regarding the removal and disposition of underground tanks existing on the Project Site.

E. Miscellaneous

1. Contractor is responsible for having a New York State business license.

2. Contractor shall not display any signs, posters, or other advertising on/or about the premises without the prior written consent of the Owner.

3. Contractor shall be responsible to close up and secure each property after each time it performs the Work at the property address.

4. Contractor is responsible to provide a report for each property that it performs Work. Such report shall indicate the address and time when the required Work was performed. This report shall be required for verification of Work and approval of invoices.

5. Contractor shall be responsible for and promptly repair and make good at its own expense, all damage to streets, sidewalks, curbs, utility lines, adjoining premises or any other public or private property, resulting from, or in connection with the performance of the Work.

6. Contractor shall include all costs associated with "special permitting" requirements due to location of property (i.e.: federal and/ or state roadway) lane closures and or street closings required to complete the work described.

7. All NYC and other jurisdictional DOT permits for street and sidewalk closings, opening, crossings, material storage, equipment, etc., to execute the work will be obtained by Contractor. The cost for any and all such permits shall be included in the Contract Price.

8. Contractor shall clean and maintain its work site, street and sidewalks upon completion of Work at each location. All debris and dirt resulting from its operation will be cleaned immediately upon completion of Work. Contractor shall include all snow removal and maintain sidewalks free of ice and snow during the course of the contract. Daily cleaning of sidewalk, streets and debris in and around the site, including sidewalks for the duration of the Work.

9. Contractor shall be required to attend meetings as required by Owner's Representative.

10. It is mandatory that all personnel wear the appropriate safety equipment as required by OSHA standards.

11. Contractor shall comply with all Federal and Local laws regarding noise control.

12. Contractor shall furnish for its, personnel proper drinking water and first aid kits.

13. Contractor shall provide all engineering, surveying, field measuring, lines, elevations, and lay-out required for execution of this scope of work.

14. Provide all temporary work required to protect and make safe all work areas in accordance with OSHA and project safety plan requirements.

15. Contractor is responsible to secure all areas at the end of each Work Day. All required repair work and clean-up work shall be the responsibility of Contractor.

16. Contractor shall protect all adjacent work not scheduled to be removed. If damage occurs resulting from the Contractor's operation, Contractor will be held responsible for the restoration, and all costs associated with the restoration.

17. Contractor shall coordinate all demolition material/dumpster staging/ storage area(s) with Owner's

Representative.

18. For projects within New York City, all private carting firms employed directly or by Subcontract must comply with the City of New York Business Integrity Commission. Copies of such registration must be submitted to Owner's Representative prior to the rending of any private carting services at the Project Site.

19. Contractor shall obtain all permits and inspections required for the performance of this work and shall include all costs for permits, fees, bonds, assessments and municipal inspections applicable to the Work as levied or required by all public authorities having jurisdiction. Provide all required licenses, OSHA, FDNY and DOB certifications and requirements.

20. Contractor will be responsible for all sweeping, pickup and removal of all dirt and debris resulting from the performance of his operations and suitable disposal (recycling) of the debris. Daily and final cleanup shall be performed by Contractor. Cleanup may also be required at any time as directed by Owner's Representative to ensure compliance with the project safety plan. Should mold be encountered during the demolition, Contractor shall remove and dispose of in a legal and proper manner.

21. Contractor is to supply and pay the cost for all cranes, hoists, lifts, staging, scaffolding and rigging needed to complete the Work. Contractor is responsible for the erection, dismantling, and maintenance of any scaffolding, ladders, swing stages, etc. required to perform the Work. All scaffolds, ladders, staging, etc., shall be constructed and used in strict accordance with OSHA regulations and the project safety plan. Provide PE designs and approvals per DOB requirements.

22. Contractor shall provide all temporary signage, warning devices flagmen or other means of traffic control Work areas in accordance with all Federal, County, State and Local laws, codes or ordinances as required to perform this scope of work. Contractor shall also provide all necessary means to control traffic disrupted by the Work.

23. Contractor shall provide a full time on-site superintendent during the work.

24. Every effort shall be made by Contractor to reduce noise, disruption, and/or inconvenience to the surrounding community.

25. Site Requirements:

    a. Demolish and remove designated properties

    b. Regrade demolished site to match adjacent sidewalk elevation

    c. Cart and remove all debris from demolition activities

    d. Provide site fencing as required by Laws

    e. Remove and reinstall fence as required

SCHEDULE B

Required Insurance

A. Contractor Insurance

1. The "Required Insurance" under this Contract consists of all coverages described in, and required under this Section A. The cost of all Required Insurance is included in the Contract Price and shall be borne by Contractor at Contractor's sole expense.

2. Contractor shall secure and maintain the following coverages (with the Insurance Limits as specified under Section B below):

(a) workers' compensation insurance and New York State statutory disability insurance as required by Laws for all persons employed in connection with the demolition (including those by Subcontractors or independent contractors engaged by Contractor);

(b) commercial general liability insurance covering liability for bodily and/or personal injury and death and for property damage covering the Project Site and all streets, alleys and sidewalks adjoining or appurtenant to the Project Site, and including:

(i) operations-premises liability;

(ii) contractor's protective liability on the operations of all Subcontractors;

(iii) products/completed operations coverage (with completed operations maintained within Contractor's ongoing general liability insurance program for not less than six years after completion of the Work (or such shorter period which Owner may approve);

(iv) broad form property damage coverage;

(v) broad form contractual liability (designating Article 6 of the General Conditions);

(vi) a broad form comprehensive general liability endorsement (including explosion, subsidence, collapse, and underground damage, libel, slander, and false arrest, and products liability);

(vii) no exclusions relating to (a) gravity related injuries, and (b) injuries sustained by the employee of an insured or any insured rather than "the insured";

(viii) fire damage and water damage legal liability;

(ix) protective liability insurance in Owner's name for the operations of Contractor and all Subcontractors; and

(x) deletion of the Contractual Liability Exclusion as applicable to construction or demolition to be performed within 50 feet of railroad track; and

(c) comprehensive business automobile liability insurance for all owned, non-owned, leased, rented and/or hired vehicles insuring against liability for bodily and/or personal injury and death and for property damage;

(d) contractors' pollution liability insurance which shall include among other things, coverage for asbestos, lead paint, and mold, with limits as set forth below, and any Subcontractor or other Person

performing environmental testing shall also procure pollution liability coverage of the same type with limits as set forth below; and

(e) any Subcontractor or other Person providing engineering or other professional services shall procure professional liability insurance with limits as set forth below.

3. The commercial general liability and business automobile liability coverage shall designate Owner and all other Indemnitees (but excluding any licensed engineers with respect to liability for professional malpractice or negligence), as additional insureds. The commercial general liability additional insureds coverage shall be issued on ISO Forms CG 20 10 07 04 and 20 37 07 04 or their equivalent. Coverage provided to the additional insureds shall be on a primary and non-contributory basis.

4. Except as specified for completed operations coverage under paragraph 2(b)(iii) above, Contractor shall maintain all coverages of Required Insurance from the date of this Contract through Final Completion and thereafter during any period while Contractor and/or any Subcontractor is performing any Work (including any warranty or corrective work) or furnishing any services pursuant to the Contract Documents.

5. Contractor shall require that all Subcontractors carry liability and property damage insurance of the same types and coverages as specified in paragraphs 2 and 3 (except for the coverage under (b)(viii)); and Contractor shall require each Subcontractor to furnish the same documentation of such coverage as required of Contractor hereunder, unless and except as Owner agrees otherwise in writing.

6. Contractor is advised that Owner does not maintain, and will not maintain, insurance which would cover Contractor's temporary plant and equipment. Contractor shall secure and maintain insurance for temporary plant and equipment ("Plant and Equipment Insurance"). This requirement for Plant and Equipment Insurance is solely for the benefit of Contractor, and the failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not subject Owner to liability for losses of owned or rented equipment. Such Plant and Equipment Insurance shall contain an endorsement stating that "permission is granted to complete and occupy"; and, if any off-site storage location is used for plant and equipment, such insurance shall cover, for full insurable value, all such items on or about any such off-site storage location or in transit to the Project Site. Contractor shall be fully responsible for, and shall carry "all risk" insurance on, materials and equipment to become part of the Work until same are delivered to, and accepted at, the Project Site.

7. Each policy of Required Insurance shall contain the following (whether or not requiring additional premium):

(a) an agreement by the insurer that such policy shall not be cancelled or amended, or any coverages reduced, without at least 30 days prior written notice by registered mail to Owner at the address specified in this Contract;

(b) deductibles of not more than the amounts allowed in Section B below;

(c) an endorsement that:

(i) no unintentional act or omission of Owner, Contractor or any other named or additional insured; and

(ii) no violation of warranties, declarations or conditions of the policy or any application therefor by any of the aforementioned,

shall affect or limit the insurer's obligation with respect to Owner and any other named or additional insured;

(d) a waiver of subrogation by the insurer with respect to Owner and any other named insured and additional insured with respect to professional malpractice or negligence; and

(e) a waiver by the insurer of any claim for insurance premiums against Owner.

Contractor and each Subcontractor shall deliver to Owner certificates (and copies of the applicable policy if requested by Owner) evidencing the Required Insurance, BEFORE bringing any Employees, materials, or equipment to a Project Site, or otherwise commencing the Work, whether on a Project Site, or elsewhere. Not later than five days before any renewal premiums become due, Contractor shall deliver endorsements or other evidence of the renewal of all insurance. As a condition to Final Completion, Contractor shall deliver to Owner evidence of continuing completed operations coverage as required under paragraph 2(b) above.

8. All Required Insurance shall be provided through valid and enforceable policies issued by a company or companies which are licensed to issue insurance in the State of New York and having A.M. Best's Ratings of "A-" and "VII" or better (or which are otherwise reasonably acceptable to Owner). All liability insurance of every kind required under this Schedule B shall be written on the "occurrence" basis.

9. Any additional insurance policies necessary to obtain required permits or otherwise comply with Laws, including any changed circumstances regarding the performance of the Work shall be at the risk of the Contractor.

B. Insurance Limits

For purposes of this Demolition Agreement, "Insurance Limits" shall mean the following:

1. for workers' compensation insurance and statutory disability insurance, employer's liability limits at a minimum of $1,000,000 each accident/$1,000,000 each employee for bodily injury or by disease/$500,000 policy limit, with coverage (except for disease) to be included in the underlying schedule of any excess policy;

2. for commercial general liability insurance, an amount not less than $10,000,000 combined single limit/$2,000,000 per occurrence (including primary and umbrella coverages);

3. for comprehensive business automobile liability insurance, a minimum combined single limit of $1,000,000 (including primary and umbrella coverages);

4. for Subcontractors' liability and property damage insurance, the maximum required coverage shall be $1,000,000, unless and except as Owner agrees otherwise in writing;

5. deductibles or self-insured retentions as follows (unless otherwise specified above):

   (i) for Plant and Equipment Insurance, not to exceed $10,000; and
   (ii) for all other coverage, not to exceed $15,000.

SCHEDULE C

Authorized Representatives of Owner and Contractor; GOSR Referee; Owner's Representative

Owner's authorized representatives

Owner's authorized representative is: see below "Owner's Representative"

[name, address, phone, e-mail]

Notices to Owner shall also include a copy to:

[name, address, phone, e-mail]

Contractor's authorized representatives

Contractor's authorized representative is: Antonio Morales

United Industries and Construction Corporation 2 Rector Street Suite 11, New York, New York 10006

Notices to Contractor shall also include a copy to:

[name, address, phone, e-mail]

GOSR Referee

The "GOSR Referee" for this Contract is: see below "Owner's Representative"

[name, address, phone, e-mail]

Owner's Representatives

The "Owner's Representative" or "O/R" for this Contract is:

McKissack & McKissack
1001 Avenue of the Americas
New York, NY 10018
Attention: Russell Imbrenda, Project Executive.
(646) 408-5507
RImbrenda@mckissack.com

SCHEDULE D

Form of Project Addendum for Each Project

PROJECT ADDENDUM

3270 Parkway Dr. Baldwin, NY 11510
224 Hudson Ave. Freeport, NY 11520

Introductory Statement

HOUSING TRUST FUND CORPORATION ("Owner") has entered into a Demolition Agreement effective as of September 15, 2014 (including all Schedules, General Conditions and Exhibits, and Supplementary Conditions thereto, the "Demolition Agreement" or the "Agreement") with United Industries and Construction Corporation ("Contractor") for the purpose of demolition of one or more properties. The Demolition Agreement contemplates that for each Project to be demolished by Contractor, Owner and Contractor will enter into a Project Addendum in this form setting forth the terms and conditions for the specific Project. Owner desires to engage Contractor to undertake the Project described in this Project Addendum pursuant to the terms of the Demolition Agreement; and Contractor desires to undertake and perform the Work of this Project. Accordingly, upon execution by the parties below, this Project Addendum becomes part of, and is incorporated into, the Demolition Agreement.

IN WITNESS WHEREOF, Owner and Contractor have duly executed this Project Addendum (including the Terms and Conditions attached hereto) effective as of September 15, 2014.

OWNER:

HOUSING TRUST FUND CORPORATION

By: [redacted]
Name: James Rubin
Title: Executive Director
Date: 11/25/14

CONTRACTOR:

United Industries and Construction Corporation

By: [redacted]
Name: Antonio Morales
Title: President
Date: 11/18/14

Project Addendum Terms and Conditions

3270 Parkway Dr. Baldwin, NY 11510
224 Hudson Ave. Freeport, NY 11520

A. PROJECT AND PROJECT SITE

The "Project" is demolition of all buildings and structures in accordance with this Demolition Agreement on the property located at and on the Project Site.

The "Project Site" is

3270 Parkway Dr. Baldwin, NY 11510
224 Hudson Ave. Freeport, NY 11520

B. STARTING DATE AND SUBSTANTIAL COMPLETION DATE

The "Starting Date" for the Work is September 15, 2014

The "Substantial Completion Date" for all the Work of Contractor shall be March 15, 2015, subject to extension if and to the extent provided under Article 18 of the General Conditions.

C. CONTRACT PRICE

The "Contract Price" is $37,295.00

The Contact Price reflects the bargained for allowance (if any) by Contractor to Owner for the value of all salvageable materials which Contractor expects to salvage, and sell or otherwise realize value, from the demolition of the Project, whether or not Contractor achieves and in fact realizes such value or does not (the "Salvage Credit"). Contractor assumes the risk of achieving or not achieving such salvage value.

D. OTHER REFERENCE DOCUMENTS

[LIST OTHER REFERENCE DOCUMENTS APPLICABLE TO THIS PROJECT - CONSULTANTS' REPORTS, ETC. – IF ANY]

GENERAL CONDITIONS

Owner:	HOUSING TRUST FUND CORPORATION 25 Beaver Street New York, New York 10004
CONTRACTOR:	United Industries and Construction Corporation 2 Rector Street Suite 11 New York, New York 10006
DATED:	November 6, 2014

TABLE OF CONTENTS

ARTICLE 1. Definitions 22
ARTICLE 2. Work in Accordance with Contract Documents 26
ARTICLE 3. Familiarity with Documents and Conditions; No Warranties as to Contract Documents 26
ARTICLE 4. Meaning of Documents 27
ARTICLE 5. Subcontractors 28
ARTICLE 6. Indemnification; Release of Liability 28
ARTICLE 7. Access to Work; Inspections; Testing; Uncovering of Work 29
ARTICLE 8. Casualty and Other Damage to the Work 30
ARTICLE 9. Ownership of Drawings and Other Protected Material 30
ARTICLE 10. Contractor's Representatives and Personnel; Contractor Responsible for Labor Matters; Etc. 31
ARTICLE 11. Books and Records 31
ARTICLE 12. Events of Default; Determination and Consequences of Default 31
ARTICLE 13. Legal Proceedings by Contractor; Governing Law 33
ARTICLE 14. No Waivers; No Third-Party Rights 33
ARTICLE 15. Correction of Work; Guarantees 33
ARTICLE 16. Resolution of Disputes 34
ARTICLE 17. Commencement of Work; Time 34
ARTICLE 18. Extensions of Time 35
ARTICLE 19. Suspensions of Work 35
ARTICLE 20. Elective Termination By Owner 35
ARTICLE 21. Change Orders; Extra Work 36
ARTICLE 22. Disputed Work; Time and Materials Certificate 37
ARTICLE 23. Requisitions 38
ARTICLE 24. Conditions of Payment; Money Retained Against Claims 38
ARTICLE 25. Substantial Completion 39
ARTICLE 26. Final Completion; Final Holdback 40
ARTICLE 27. No Claim for Delay Damages 40
ARTICLE 28. Certain Obligations of Contractor Upon Termination or Completion 41
ARTICLE 29. Miscellaneous 42
ARTICLE 30. Organizational Representations 43
ARTICLE 31. Notices 43
ARTICLE 32. Funding Source; Other Assignments 43
ARTICLE 33. Owner's Tax Exemption 43

EXHIBITS

EXHIBIT A Forms of Partial Waivers of Lien for Contractor and Subcontractors
EXHIBIT B Forms of Final Waivers of Lien for Contractor and Subcontractor

ARTICLE 1. Definitions

1.1 The following definitions shall apply in all Contract Documents (unless specifically provided to the contrary):

"Base Contract Work" for each Project means all work required under the Demolition Specifications, as in effect on the Project Addendum Date. Any Extra Work that was added to the Project by Discretionary Owner Change shall also be deemed "Base Contract Work" after the effective date of such Discretionary Owner Change.

"Bond(s)" is defined in Section 7.1 of the Demolition Agreement.

"Books and Records" is defined in Section 11.1.

"Cancellation Payment" is defined in Section 20.2.

"Change Order" means a written order issued by Owner to Contractor after execution of the applicable Project Addendum, in a form approved by Owner, authorizing or requiring: (a) Extra Work for a Discretionary Owner Change pursuant to Article 21; (b) an extension of time under Article 18; or (c) Deleted Work pursuant to Article 21.

Change Order Mark-Up" is defined in Section 21.8.

"City" means the city, town, village, or other jurisdiction in the State of New York in which the Project is located.

"Close-Out Requirements" means Contractor's obligations for closing out the Work and completing and furnishing to Owner documentation of the Work as required under the Contract Documents.

"Code" means the building code and all other municipal or other local laws applicable to the Project, the Project Site, the Contract Documents, and/or the Work.

"Completion Expense" is defined in Section 12.3.

"Contract" means the legal agreement between Contractor and Owner set forth in the Contract Documents.

"Contract Date" means the date of the Demolition Agreement.

"Contract Documents" means the following: (a) the Demolition Agreement; (b) all Schedules to the Demolition Agreement; (c) the applicable Project Addendum signed by Owner and Contractor for the particular Project; (d) the General Conditions; (e) the Supplementary Conditions; (f) all other addenda; (h) any Change Orders; and (i) any other modifications to any of the foregoing signed by Owner and Contractor.

"Contract Price" for each Project means the Contract Price as defined in the applicable Project Addendum, as increased or decreased pursuant to specific provisions of the Contract Documents.

"Contractor" is defined in the preliminary statement of the Demolition Agreement.

"Damage" is defined in Section 8.1.

"Default" is defined in Section 12.2.

"Delay Notice" is defined in Section 18.1.

"Deleted Work" means any portion or aspect of the Work deleted or omitted from the Base Contract Work by Owner.

"Demolition Agreement" (or "Agreement") means the Demolition Agreement between Owner and Contractor that precedes these General Conditions.

"Demolition Specifications" means the Demolition Specifications attached as in Schedule A to the Demolition Agreement.

"Discretionary Owner Change" is defined in Article 21.

"Employee" means an officer, director, official, trustee, manager, member, partner, employee, agent, servant, or representative.

"Environmental Law" means every federal, state, or local law, rule, or regulation governing the removal and remediation of Hazardous Materials.

"Event of Default" is defined in Section 12.1.

"Excusable Delay" means any delay in the Work resulting from any cause (during the Project) after the Contract Date and before Substantial Completion if such cause is beyond Contractor's reasonable control and was not caused by the fault of Contractor or any Subcontractor. Subject to the foregoing, Excusable Delay shall include delay caused by: (a) acts of God; (b) fire, earthquake, explosion, landslide, lightning or flood; (c) epidemic; (d) strikes (other than a strike caused by, or within the control of, Contractor); (e) lockouts by Persons other than Contractor; (f) riots, civil disturbance, insurrection, enemy action, terrorist acts, or war; (g) embargoes or blockades; (h) Unforeseen Conditions; (i) acts or omissions of Owner; (j) the delay of any Government Entity in issuing any permits necessary to perform the Work (including delay due to incompleteness or other inadequacies in the Demolition Specifications); (k) injunctions, or orders of any Government Entity; and (l) temporary or permanent interruption of, or failure of any company to provide utilities to the Project or necessary in connection with the Work.

"Exhibits" means the Exhibits to these General Conditions.

"Extra Payment" means any payment due Contractor for Extra Work, computed in accordance with Article 21.

"Extra Work" means any Work in addition to the Base Contract Work which is required by a Discretionary Owner Change. For the avoidance of doubt, "Extra Work" does not, in any case, include (a) development of details reasonably inferable from or implied by, but not explicit in, the Demolition Specifications; (b) the inclusion or exclusion of any item which should be included or excluded in accordance with good construction practice, whether or not shown or set forth in a drawing or specification; and (c) any matters resulting from, or attributable to, fault of Contractor or any Subcontractor.

"Extraordinary Conditions" means the existence of Hazardous Materials on the Project Site which were not disclosed in any reports or other documents furnished by Owner to Contractor and which are NOT: (a) asbestos-containing materials; (b) fuel tanks of any kind and/or any petroleum, or other gasoline, propane, or other fluids or substances within (or discharging or discharged from) any such fuel tanks; and/or (c) lead or lead-based paints.

"Fees-And-Costs" means the reasonable fees and expenses of attorneys, architects, engineers, investigators, expert witnesses, contractors, consultants, and other Persons, and costs of investigating claims, obtaining transcripts, printing of briefs and records on appeal, copying, and other reimbursable costs and expenses charged by any of the foregoing, and all other reasonable expenses of any actual or potential Legal Proceeding.

"Final Completion" is defined in Section 26.1.

"Final Completion Notice" is defined in Section 26.2.

"Final Holdback" means fifteen percent (15%) of the Contract Price.

"Final Payment" is defined in Section 26.3.

"Five Day Notice" is defined in Section 12.2.

"Funding Source" is defined in Section 32.1.

"General Conditions" means these General Conditions and the Exhibits hereto and the Supplementary Conditions.

"GOSR" is defined in the preliminary statement of the Demolition Agreement.

"GOSR Referee" is defined in Schedule C to the Demolition Agreement and includes any successor designated by Owner.

"Government Entity" means the United States, the State of New York (and any other state in which the Work will take place), the City of New York, and any and every other agency, authority, department, board, bureau, court, commission, or instrumentality or political subdivision of any of the foregoing.

"Guarantee Period" is defined in Section 15.1.

"Hazardous Materials" means all toxic and hazardous materials, pollutants, chemicals, hydrocarbons, carcinogens, and other materials of every kind whatsoever which pose risk to human health or safety and as to which the presence, exposure, excavation, handling, demolition, removal, remediation, transportation, and/or disposition are subject to or governed by federal, state, and/or local prescription, prohibition, and/or regulation.

"HUD" is defined in the preliminary statement of the Demolition Agreement.

"Included Items" means fees, overhead, profit, general conditions, and administrative and/or indirect of every kind. References to Included Items in the Contract Documents mean that the relevant Work will be furnished without markup or other separate compensation for any of the Included Items.

"Indemnitee(s)" for each Project means Owner, GOSR, GOSR Referee, Owner's Representative, New York State and U.S. Department of Housing and Urban Development ("HUD"); and the Employees of each of the foregoing.

"Insurance Limits" is defined in Schedule B to the Demolition Agreement.

"Law" (or "Laws") means each and every law, rule, regulation, requirement, order, judgment, decree, or ordinance of every kind issued by any Government Entity applicable to or affecting the Project, the Project Site, the Contract Documents, and/or the Work, including Code and Environmental Law.

"Legal Proceeding" means an action, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding of any kind.

"Lien" means any lien or claim (including those filed with any surety holding a Performance Bond or Payment Bond) of any kind against Owner, the Project, the Project Site, the Work, any monies due or to become due from Owner to Contractor, and/or any other property of Owner, for or on account of the Work.

"Line Item Breakdown" means a detailed written estimate or schedule of values in the form set forth in AIA Form G702 (Application for Payment) and AIA Form G703 (Continuation Sheet), showing the various operations comprising the Work and allocating percentages and dollar amounts of the Contract Price to the labor, materials, and other elements of each such operation, prepared and submitted by Contractor and approved by Owner before the submission of Contractor's first Requisition, to be submitted thereafter by Contractor with all Requisitions.

"Loss-And-Expense" means loss, liability, obligation, damage, delay, penalty, judgment, cost, fee, claim, charge, tax, or expense of every kind (including related Fees-And-Costs).

"Owner" is defined in the preliminary statement of the Demolition Agreement.

"Owner's Representative" or "O/R" is defined in Schedule C to the Demolition Agreement and includes any successor designated by Owner.

"Discretionary Owner Change" is defined in Section 21.2

"Payment Bond" is defined in Section 7.1 of the Demolition Agreement.

"Performance Bond" is defined in Section 7.1 of the Demolition Agreement.

"Person" means an individual person, a corporation, partnership, limited liability company, trust, joint venture, proprietorship, estate, Government Entity, or other incorporated or unincorporated enterprise, entity or organization of any kind whatsoever.

"Project" means the particular "Project" described in the applicable Project Addendum.

"Project Addendum" is defined in the Introductory Statement to the Demolition Agreement.

"Project Addendum Date" for each Project means the date of the applicable Project Addendum.

"Project Site" (or "site") for each Project is defined in the applicable Project Addendum.

"Punch List" is defined in Section 25.2.

"Required Insurance" is defined in Schedule B to the Demolition Agreement.

"Requisition" means a written submission by Contractor, on a form approved by Owner, requesting payment for the Work or a portion thereof (including any Extra Payment to which Contractor is entitled).

"Salvage Credit" is defined in the applicable Project Addendum.

"Schedules" means the schedule(s) to the Demolition Agreement.

"Starting Date" for each Project is defined in the applicable Project Addendum.

"Subcontract" means an agreement between Contractor and a Subcontractor, or between two Subcontractors, as applicable.

"Subcontractor" means every Person (other than Employees of Contractor) employed by Contractor, or by any Person directly or indirectly in privity with Contractor (including every sub-subcontractor of whatsoever tier), for any portion of the Work, whether for the furnishing of labor, materials, equipment, services, or otherwise.

"Supplementary Conditions" is defined in Section 9.1 of the Demolition Agreement.

"Substantial Completion" is defined in Section 25.1.

"Substantial Completion Date" for each Project is defined in the applicable Project Addendum.

"Substantial Completion Notice" is defined in Section 25.2.

"Surety" is defined in Section 7.2 of the Demolition Agreement.

"Termination Date" is defined in Section 20.1.

"Termination Notice" is defined in Section 20.1.

"Unforeseen Conditions" means any and all covered or otherwise latent or hidden and materially adverse conditions of every kind whatsoever existing on or in the Project Site or on or in any building or structure on the Project Site which were not known to Contractor and were not disclosed in any Demolition Specifications, or other documents previously furnished to Contractor by Owner or any other Person. "Unforeseen Conditions" includes Hazardous Materials, dust, debris, fire damage, in-ground or underground tanks, asbestos, pre-existing illegalities, and any other condition which will or might impact Contractor's performance of the Work. For the avoidance of doubt, and supplementing other provisions of the Contract Documents which make similar reference, Contactor has agreed to assume, and does assume, the risk of all Unforeseen Conditions within the Contract Price except for Extraordinary Conditions.

"Waiver of Lien" means, with respect to Requisitions prior to and upon Substantial Completion, a partial waiver and general release of Lien in the form set forth in Exhibit "A" and, with respect to Requisitions upon Final Completion, a final waiver and general release of Lien in the form set forth in Exhibit "B".

"Work" means: (i) the Base Contract Work and (ii) everything required to be furnished and done by Contractor pursuant to the Contract Documents, including the employment and/or furnishing of all necessary labor, materials, equipment, supplies, tools, plant, scaffolding, transportation, insurance, temporary facilities, and other things and services of every kind necessary for the full performance and completion of Contractor's obligations (and including, also, all administrative, accounting, record-keeping, notification and similar obligations).

"Work Day" (or "Business Day") means any day other than Saturday, Sunday, any federal legal holiday, or any day designated as a holiday under the collective bargaining agreement of a particular trade union.

1.2 Wherever used in the Contract Documents:

(a) "approve" or any of its derivatives or "consent" requires such approval or consent to be in writing or email, unless the particular provision specifically requires it to be in writing;

(b) the words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation";

(c) "day" means a calendar day unless the text specifies a Work Day;

(d) "delay" means any and every delay, obstruction, hindrance, interference, inefficiency, or loss of efficiency or productivity, of any kind;

(e) "fault" means fault, mistake, error, omission, inaccuracy, delay, mismanagement or negligence; and

(f) "at Contractor's expense" means at the sole and exclusive expense of Contractor.

1.3 Certain other words and phrases are defined elsewhere in the Contract Documents and have the same meaning in these General Conditions.

1.4 Wherever the Contract Documents impose any obligation on Contractor, or provide that Contractor shall be responsible for any action or matter, the Contract Documents shall be construed to mean, unless specifically provided to the contrary, Contractor shall perform or undertake the particular action or matter at Contractor's expense.

ARTICLE 2. Work in Accordance with Contract Documents

2.1 Contractor hereby agrees to furnish, perform, and complete the Work required under this Contract in accordance with all provisions and requirements of the Contract Documents. Contractor agrees that the Work shall satisfy the requirements of the Contract Documents and shall (without limitation): (a) conform to the Demolition Specifications; (b) be of the quality required under the Demolition Specifications; (c) be free of Liens caused or created by Contractor or any Subcontractor; and (d) be constructed by means and methods complying with Laws.

2.2 Contractor agrees that the Contract Price shall be Contractor's entire compensation and/or reimbursement for the performance of the Work and for all Included Items which will, might, or could be earned or incurred by Contractor and all Subcontractors under or by reason of the Contract Documents. Contractor agrees that amounts received by Contractor from Owner shall be held in trust by Contractor pursuant to the Lien Law of New York State and shall be used first to pay for: (a) labor, materials, services, or equipment furnished in connection with the Work or any portion thereof (including materials or equipment stored offsite); (b) utilities furnished and taxes imposed; and (c) premiums on the Bonds and the Required Insurance.

2.3 Contractor shall secure (or cause to be secured), as part of the Contract Price, all permits, licenses, certificates and approvals, if any, required under the Demolition Specifications or otherwise customary for Contractor's trade.

2.4 Contractor shall perform the Work in a good and skillful manner in accordance with current good standards of practice. Contractor shall be responsible for all demolition applications, means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Work as required by the Contract Documents; subject, however, to Owner's right to reject means and methods proposed by Contractor which (a) will constitute or create a hazard to the Work or to persons or property, or (b) will not produce finished Work in accordance with the requirements of the Contract Documents. Approval of (or failure to reject) any of Contractor's means and methods of demolition shall not relieve Contractor of any obligations under the Contract Documents.

2.5 Subject to Owner's prior written approval (not to be unreasonably withheld), Contractor may use the Project Site for storage of materials and for temporary facilities, provided that Contractor makes all necessary arrangements for protecting, insuring, and securing such items within the Contract Price.

ARTICLE 3. Familiarity with Documents and Conditions; No Warranties as to Contract Documents

3.1 Contractor represents that Contractor has reviewed carefully the Demolition Specifications and all other Contract Documents, as existing on the Contract Date. Execution of each Project Addendum shall be deemed representation by Contractor that Contractor had carefully reviewed all such documents existing on the applicable Project Addendum Date. Contractor agrees that Owner has not made, and shall not be deemed to have made, any representations or warranties with respect to the Demolition Specifications, whether as to the design or other adequacy or sufficiency thereof, or otherwise.

3.2 Execution of each Project Addendum shall be deemed representation by Contractor that Contractor represents that, before the applicable Project Addendum Contract Date: (a) Contractor has inspected (and has had a full opportunity to inspect) and is familiar with the nature and location of the Project Site, other physical conditions relevant to the Work, and the jurisdiction and work rules of labor unions involved or to be involved in the Project; and (b) Contractor has become familiar with other applicable general and local conditions which may be material to Contractor's performance of the Work and the observable condition of and all existing buildings and structures (if any) on or adjacent to the Project Site.

3.3 Contractor shall not receive Extra Payment (or other additional compensation) with respect to any conditions or circumstances of any kind relating to or affecting the Project Site, including Unforeseen Conditions except for Extraordinary Conditions. Except for Extraordinary Conditions, Contractor assumes the entire risk of all conditions or circumstances relating to or affecting the Project Site, including Unforeseen Conditions.

3.4 Changes in Law after the Contract Date which require a change in design of the Work, or in Contractor's means and methods, shall NOT be deemed Extra Work, and Contractor shall not receive any adjustment of the Contract Price for any changes in Law. For the avoidance of doubt, a change in Law shall mean and include, also, a change in the interpretation or administration of any Law (including any changes or interpretations in rules, regulations, or administrative protocols or procedures of any kind).

ARTICLE 4. Meaning of Documents

4.1 The Demolition Specifications and all other Contract Documents are intended to complement and supplement each other and to include or imply all items required for the proper execution and completion of the Work. The Demolition Specifications and other Contract Documents do not necessarily indicate or describe all items required for full performance of the Work. Contractor agrees to furnish without additional compensation all Work indicated on, or implied from, any one such Contract Document as if required by all. Contractor shall perform and complete the Work in accordance with the requirements of the Contract Documents (with all labor, materials, services, and other things included thereto, or usually performed in connection therewith, or reasonably inferable therefrom). In the event of any inconsistency among any of the Contract Documents, the Demolition Agreement shall govern, followed by the remaining Contract Documents in the order of precedence determined by the order in which they appear in the definition of "Contract Documents" in Article 1. Any issues of inconsistency shall be resolved by the GOSR Referee.

4.2 Contractor represents that Contractor is fully familiar with the technical standards specified in the Contract Documents or otherwise applicable to Contractor's performance of the Work. References in the Contract Documents to technical standards shall be construed to mean the most recent published technical standards of the institute, organization, association, authority, or society specified. Unless otherwise specified to the contrary in the Contract Documents: (a) all references to technical standards shall include all revisions prior to the Contract Date; (b) such technical standards shall apply as if incorporated in the Contract Documents; and (c) if any revision of such technical standards occurs after the Contract Date and prior to completion of the applicable Work, Contractor shall notify Owner and, if directed to do so by Owner, shall perform the Work in accordance with the revised requirement. Where the Contract Documents require materials or apparatus to conform to specified technical standards, Contractor shall furnish Owner, upon request, the manufacturer's written certification that such materials or apparatus conform to such technical standards. Failure of Owner to request or reject any certification shall not release Contractor from full responsibility for the accurate and complete performance of the Work in accordance with the Contract Documents.

4.3 All indications, notations, schedules, or details in the Contract Documents specifically applicable to one or a number of similar situations, materials or processes, or shown as typical or representative, shall apply to all similar situations, materials, or processes, wherever appearing in the Work, unless the Contract Documents clearly require a contrary result. A typical or representative detail indicated on the Contract Documents shall be the standard of demolition and material in all corresponding parts of the Work. Where necessary, and where inferable from the Demolition Specifications, Contractor shall apply such representative detail for all corresponding parts of the Work.

4.4 Contractor shall be responsible for all measurements required for execution of the Work. Before executing any Work, Contractor shall verify all measurements by inspection and examination at the Project Site.

ARTICLE 5. Subcontractors

5.1 Each Subcontractor to be engaged by Contractor shall be subject to Owner's prior written approval. Contractor shall have full responsibility for every portion of the Work furnished by any Subcontractor and for every act and omission (whether willful, negligent, or otherwise) of every Subcontractor and such Subcontractor's Employees. All Work, acts or omissions of every Subcontractor and such Subcontractor's Employees shall be deemed those of Contractor for all purposes of the Contract Documents.

5.2 If Owner disapproves any proposed Subcontractor, Contractor shall promptly propose a substitute Subcontractor for the applicable Work at no additional cost or give written notice to Owner that Contractor itself will perform the same Work. Failure to disapprove any Subcontractor shall not: (a) excuse Contractor from complying in all respects with the Contract Documents; or (b) imply that Owner approves Contractor's or any Subcontractor's proposed staffing or scheduling of the Work or agrees that Contractor or any Subcontractor has the capacity or ability to complete the Work.

5.3 Nothing contained in the Contract Documents shall create any relationship of contract or agency between Owner and any Subcontractor, notwithstanding Owner's consent to any Subcontractor. Contractor acknowledges and agrees that Owner shall have no obligation to supervise or deal with any Subcontractor or its Employees or to pay any Subcontractor or its Employees. No dealings of any kind whatsoever between Owner and any Subcontractor shall be deemed a waiver of the foregoing by Owner unless Owner (at Owner's election) specifically agrees otherwise in writing.

5.4 Contractor shall require all Subcontracts to be in writing and to comply with the requirements of this Article 5. Each Subcontract shall include a provision under which the Subcontractor agrees that the Subcontract shall be assigned to Owner, at Owner's written election, upon a termination of Contractor's rights to perform the Work under Article 12 or Article 20 (such assignment to become effective upon Owner's giving written notice to the Subcontractor). Each Subcontract shall contain the same terms and conditions as to method of payment for Work and as to retained percentages as are set forth in this Contract, unless Owner agrees otherwise in writing. Each Subcontract shall incorporate these General Conditions (and all other Contract Documents which apply generally to all Work or specifically to the Work covered by such Subcontract, and specifically the Supplementary Conditions) and shall provide that the Subcontractor shall be obligated to Contractor thereunder to the same extent as Contractor is obligated to Owner for the Work of such Subcontractor. Upon Owner's written request, Contractor shall deliver to Owner a true and complete copy (or counterpart original) of the signed Subcontract between Contractor and each Subcontractor (and any modifications thereof). If Contractor desires to make a substitution for any Subcontractor, the proposed substitution shall be subject to all other requirements of this Article.

5.5 No Subcontractor shall be permitted on the Project Site unless Contractor has complied with Sections 5.2 and 5.4 of these General Conditions. Contractor shall bear all risk of delay resulting from Contractor's failure to submit required information, or obtain Owner's decision concerning acceptability, within sufficient time to enable the applicable Subcontractor to commence Work when scheduled.

ARTICLE 6. Indemnification; Release of Liability

6.1 Contractor hereby agrees to indemnify and hold harmless each and every Indemnitee from and against (and to pay the full amount of) all Loss-And-Expense, whenever asserted or occurring, which any Indemnitee may suffer, incur or pay out, or which may be asserted against any Indemnitee in whole or in part, by reason of, or in connection with, the following:

(a) any bodily injury, sickness, disease or death of or to any person or persons occurring in connection with (or arising out of, or resulting from) the Work and/or any willful or negligent acts or omissions of Contractor or any Subcontractor, and whether occurring on the Project Site or elsewhere;

(b) any damage to or destruction or loss of any property, including any third party property and any property of Owner, arising out of, or resulting from the Work and/or any willful or negligent acts or omissions of Contractor or its Employees, and whether occurring on the Project Site or elsewhere;

(c) any materially untrue or incorrect statement or representation of Contractor in any Requisition, or in any other document submitted by Contractor with respect to the Work, the Project, or the Contract Documents (or for purposes of securing the Demolition Agreement);

(d) any failure of Contractor to comply with Laws;

(e) any failure of Contractor to secure and maintain Required Insurance, or any Indemnitee's loss of coverage under any Required Insurance by reason of acts or omissions of Contractor;

(f) any amounts payable under worker's compensation or similar Laws not otherwise covered under (a) or (b) above in connection with (or arising out of, or resulting from) Contractor's performance or failure to perform the Work, or any other willful or negligent acts or omissions of Contractor or any Subcontractor attributable or relating thereto; and/or

(g) any claim in the nature of patent, copyright, or trade secret infringement or unfair competition, arising out of Contractor's unauthorized use of any intellectual property or other similar protected material.

6.2 Contractor shall defend any Legal Proceedings commenced against any Indemnitee concerning any matter covered by any indemnity under Section 6.1. If Contractor fails to defend diligently any such Legal Proceeding, Owner shall have the right (but no obligation) to defend the same at Contractor's expense. Contractor shall not settle any such Legal Proceeding without Owner's prior written consent. Contractor shall give Owner copies of documents served in any such Legal Proceeding and, whenever requested by Owner, shall advise promptly as to the status of such Legal Proceeding. Contractor shall notify Owner promptly of every Legal Proceeding or claim of which Contractor has knowledge which may be covered by any indemnity under this Article 6 and/or which may be covered by any Required Insurance. Contractor shall also give timely notice of such Legal Proceedings and claims to each insurer which has issued an applicable policy of Required Insurance, identifying all Indemnitees involved.

6.3 Contractor's indemnities and obligations under Sections 6.1 and 6.2 shall cover and include the Fees-And-Costs paid or incurred by Owner in connection with any matter and amount referred to in Sections 6.1 and 6.2, together with the Fees-And-Costs paid or incurred by any Indemnitee to enforce this Article and Contractor's obligations hereunder (and Contractor agrees specifically that Contractor shall pay Owner the Fees-And-Costs paid or incurred by Owner to enforce this Article and Contractor's indemnities and obligations hereunder). Contractor shall pay such Fees-And-Costs upon demand from time to time.

6.4 Contractor's indemnities and obligations under the Contract Documents shall not be limited or defined by the amount of Required Insurance or by any limitations or restrictions on the amount or type of damages, compensation or benefits payable to, by or for Contractor under workers' compensation acts, disability benefit acts or any other Laws relating to employee benefits. No Indemnitee's right to indemnity under the Contract Documents shall be diminished, waived, or discharged by the exercise of any other remedy allowed under the Contract Documents or by Law.

6.5 This Article 6 and the obligations of Contractor hereunder shall survive Substantial Completion, Final Completion, all payments to Contractor, and any termination of Contractor's right to perform the Contract.

6.6 Contractor assumes the risk of, and hereby releases all Indemnitees from and with respect to, any and all matters and things covered by Contractor's obligations under this Article 6; provided, however, that Contractor shall not be required to indemnify against Loss-And-Expense as to any Indemnitee to the extent that such Loss-And-Expense is the result of the negligence or willful misconduct of such Indemnitee.

6.7 If any Subcontractor or any other Person claiming to have been employed directly or indirectly by or through Contractor or any Subcontractor files a Lien (unless as a result of Owner's failure to pay an undisputed amount properly due to Contractor under this Contract), Contractor shall satisfy, remove or discharge such Lien at Contractor's expense by bonding, payment or otherwise within 30 days after notice to Contractor of the filing thereof. If Contractor fails to do so, Owner may satisfy, remove or discharge such Lien; and, at Owner's election: (a) Owner may deduct the cost thereof (including all applicable Fees-And-Costs) from Contractor's next succeeding Requisitions (or may invalidate any previously-approved but unpaid Requisitions) until Owner recoups the total thereof; or (b) Contractor shall pay the same to Owner upon demand.

ARTICLE 7. Access to Work; Inspections; Testing; Uncovering of Work

7.1 During the progress of the Work through Substantial Completion, Contractor shall at all times afford Owner and other Persons designated by Owner, access to the Work and every reasonable, safe, and proper

facility for inspecting or examining all Work at the Project Site or, if elsewhere, at the place of preparation. Contractor shall secure and deliver to Owner promptly all certificates of inspection, test reports, work logs, or approvals with respect to the Work as and when required by the Contract Documents (or by Laws which place responsibility for the same on Contractor).

7.2 All tests or inspections required by Law ("Controlled Inspections") shall be at Contractor's expense within the Contract Price (and Contractor shall engage, or provide the services of, a licensed engineer, at Contractor's expense, for such purpose.). Contractor shall arrange and coordinate any Controlled Inspections and notify Owner sufficiently in advance of the need and time for such Controlled Inspections. Additionally, Contractor shall arrange, coordinate and conduct all tests or inspections specifically required of Contractor or any Subcontractor under the Contract Documents (or which are otherwise required by any Laws which place the responsibility for conducting such test or inspection on Contractor) which are not Controlled Inspections. Contractor shall give three Work Days advance notice of the scheduled time for a test or inspection to Owner and any consultants or other Persons who will be affected by (or who should necessarily or properly be present for) such test or inspection. Contractor shall give Owner copies of all inspection certificates from Controlled Inspections or other tests and inspections within five days after Contractor receives the same.

7.3 Owner may at any time conduct (or cause to be conducted) such on-site inspections and such other tests as Owner deems necessary or desirable to ascertain whether the Work complies with the Contract Documents. Owner will pay for a test or inspection requested by Owner (and not required under Section 7.2) as Extra Work under Article 21, unless such test or inspection reveals a failure of the Work to comply with the Contract Documents or Laws, in which event Contractor shall bear all expenses of such inspection or test. Should Contractor fail to adequately coordinate with the applicable inspector or testing entity, Contractor shall be back-charged for any additional Fees-And-Costs incurred by Owner for re-inspection or re-testing.

7.4 Contractor shall secure and deliver to Owner promptly all certificates of inspection, test reports, work logs, or approvals with respect to the Work as and when required by the Contract Documents (or by Laws which place responsibility for the same on Contractor).

ARTICLE 8. Casualty and Other Damage to the Work

8.1 In the Contract Documents, "Damage" (or "Damaged") means and includes damage, destruction, or loss resulting from fire, weather, other casualty, vandalism, theft, and/or any other cause whatsoever. From the Contract Date until Final Completion, Contractor shall use care and diligence, and shall take precautions, to protect the Work and other property of Owner and/or other Persons from Damage. Contactor acknowledges that Owner shall NOT carry any builder's risk or other insurance that would cover any such Damage. Contractor assumes the risk of all Damage to the Work or the Project and agrees that any restoration, remediation, additional protection, and/or any change in Contractor's logistics or means and methods of conducting the Work required by reason of Damage shall be at Contractor's expense.

8.2 Contractor shall notify Owner of any Damage to the Work, or any accidents on the Project Site, as promptly as reasonably possible after Contractor learns of the same; and, within ten days after learning of any occurrence, Contractor shall submit a full and complete written report to Owner. Contractor shall also submit to Owner copies of all accident and other reports filed with (or given to Contractor by) any insurance company, adjuster, or Government Entity.

ARTICLE 9. Ownership of Drawings and Other Protected Material

9.1 The Demolition Specifications, and all drawings, notes and other documents of any kind issued by Owner in connection with the Contract or the Work, and all samples, Shop Drawings, and other submittals prepared by Contractor or any Subcontractor in connection with the Work or the Project, together with all other Books and Records, and all rights in the foregoing (including rights of use, copyright, and trademark), shall be and remain the sole and confidential property of Owner (whether or not Owner undertakes, terminates, or completes the Work, or this Demolition Agreement is terminated for any reason whatsoever) and, for the avoidance of doubt, Contractor hereby assigns all rights it may have in the foregoing to Owner.

9.2 Notwithstanding anything to the contrary in Section 9.1, Owner shall not own but shall have a royalty-free perpetual license to use (or permit use of) any intellectual property or other similar protected material

prepared as part of the Work for any purpose related to the Project. If Contractor does not have the right to grant such a license with respect to such material prepared by third parties, Contractor shall notify Owner promptly.

ARTICLE 10. Contractor's Representatives and Personnel; Contractor Responsible for Labor Matters; Etc.

10.1 Contractor has designated in Schedule C to the Demolition Agreement one or more representatives who have full authority, individually, to act for Contractor under and with respect to the Contract Documents. The acts of each such representative shall fully bind Contractor; and Owner shall be fully protected in relying upon, or dealing with, any one of such designated representatives. Contractor is an independent contractor and not an Employee of Owner. All Persons assigned to the Work by Contractor shall perform in a manner which is skillful and otherwise appropriate and shall cooperate with Owner and its Employees and representatives. If any Person assigned to the Work by Contractor is unacceptable, in Owner's judgment, Contractor shall terminate the assignment of such Person immediately (and secure an acceptable substitute, if required) without any increase in the Contract Price.

ARTICLE 11. Books and Records

11.1 Contractor shall keep and maintain the following (the "Books and Records"): (a) complete accounts and cost records of all payments by Owner to Contractor and/or by Contractor to any Subcontractor or other Person in connection with the Work, including records of all Extra Work and Disputed Work performed; (b) copies (and originals, as appropriate) of all documents of any kind prepared, issued, or received by Contractor in connection with the Work or the Project; (c) all payroll records, receiving documents, time books, job diaries and reports, cost analyses, cancelled checks, sales or excise tax filings and returns (or exemptions therefrom), other government filings, and other documents showing acts or transactions in connection with (or relating to or arising by reason of) the Work, the Contract, or any Subcontract; and (d) one complete set of the Demolition Specifications marked to record all changes by Contractor during the demolition and specifying the applicable Change Orders. Contractor shall, upon written notice from Owner, produce any or all Books and Records for examination, audit, and/or copying, during regular business hours, at Contractor's office, by a representative of Owner. Contractor shall keep and maintain all Books and Records for at least six years after Substantial Completion.

ARTICLE 12. Events of Default; Determination and Consequences of Default

12.1 "Event of Default" means any of the following:

(a) Contractor fails to commence Work on the Starting Date, subject to Excusable Delays;

(b) Contractor abandons the Work in violation of Contractor's obligations under the Contract Documents;

(c) Contractor reduces Contractor's work force to a number which Owner reasonably believes would be insufficient to complete the Work and Contractor fails, after five days' written notice from Owner, to increase the work force to a number sufficient so as to complete the Work;

(d) Contractor fails to secure and maintain all Required Insurance in accordance with the Contract Documents;

(e) Contractor does not achieve Substantial Completion on or before the Substantial Completion Date (as extended under Article 18);

(f) the unpaid balance of the Contract Price is clearly insufficient to complete the Work and to pay all Liens which are Contractor's responsibility under Section 6.7 (and not yet bonded or discharged), and Contractor fails to confirm in writing, after seven days written notice from Owner, that Contractor shall complete the Work in accordance with the Contract Documents;

(g) Contractor: (i) seeks, consents to, acquiesces in, or suffers the appointment of, a receiver of all or a material part of Contractor's property or income; (ii) admits in writing Contractor's inability to pay Contractor's debts as they mature; (iii) makes a general assignment for the benefit of creditors; (iv) files a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or an advantage under any present or future federal, state or other law relating to bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation or similar relief; or files an

answer admitting the material allegations of a petition filed against Contractor in any proceeding under any such law; and/or (v) is adjudicated an insolvent or is subject to an involuntary petition in bankruptcy, and such adjudication or filing is not set aside or terminated within 30 days;

(h) an attachment is levied or a judgment is executed against all or any material part of Contractor's property or income and the same is not discharged within 30 days;

(i) Contractor (or the chairman or president, or any vice president, treasurer, or any shareholder owning more than twenty percent (20%) of Contractor's issued and outstanding capital stock, or the sole proprietor of Contractor or any member, manager, general partner or joint venturer of Contractor) is indicted for an alleged felony related or pertaining to the business activities of Contractor; and/or

(j) except as covered by (a) through (i) above, Contractor fails to perform or observe any other term, covenant, condition and provision of the Contract Documents for twenty-one (21) days after written notice from Owner specifying the nature of Contractor's failure; provided, however, that if curing or correcting such failure requires Work to be performed, acts to be done, or conditions to be removed which cannot be performed, done, or removed within such twenty-one (21) days, no Event of Default shall be deemed to have occurred if Contractor: (i) gives written notice to Owner within such twenty-one (21) days acknowledging that Contractor intends to take all actions necessary to remedy the matter involved with due diligence; (ii) promptly commences to cure and correct the matter involved and diligently continues to prosecute the same; and (iii) cures and corrects the matter involved within a reasonable time, taking into account the relevant circumstances.

12.2 Upon the occurrence of any Event of Default (following the applicable notice and/or cure period specified in Section 12.1 for such Event of Default, if any), Owner may give written notice (the "Five Day Notice") to Contractor. If Contractor still fails to cure or correct the specified default within five days after Owner gives the Five Day Notice, Contractor shall be in "Default" and thereupon Owner may do any or all of the following, in any sequence: (a) terminate Contractor's right to perform the Work, in whole or in part, to the extent specified by Owner; and/or (b) at Contractor's expense, take (or cause to be taken) any and all actions and incur any costs which Owner deems necessary or desirable (in Owner's judgment) to investigate and/or cure all or any portion of such Default. For this purpose, Owner may: (i) take possession of and use (or permit any Person described in (ii) or (iv) below to take possession of and use) any or all materials, tools, plant, equipment, supplies and/or facilities used or to be used by Contractor for the Work (whether on or off the Project Site) to the fullest extent permitted by Law; (ii) employ any architect, engineer, attorney, accountant, or other consultant, or any contractor or other Person, on terms satisfactory to Owner (in Owner's judgment), with or without competitive bidding, to advise and consult, to furnish services, labor, materials, tools, plant, equipment, supplies, transportation, facilities, and/or any other matters of any kind necessary or desirable (in Owner's judgment) to complete the Work, or otherwise to cure Contractor's Default; (iii) repair or replace any Work or part of the Project, or Work of any other contractor, damaged, removed, or uncovered by reason of Contractor's Default, or the curing and correction thereof; (iv) rebid, re-let, or otherwise award the Demolition Agreement or any portion of the Work to any other Person (whether by negotiation, competitive bidding, or otherwise); and/or (v) compel the Surety under the Performance Bond (if any) to perform Contractor's obligations under the Contract Documents. Contractor and each Surety under the Bonds (if any) shall remain liable under the Contract Documents, whether or not Owner terminates Contractor's right to perform the Demolition Agreement (either in whole or in part) or takes (or omits to take) any other action with respect to any Default.

12.3 Contractor shall be liable to Owner for all Loss-And-Expense paid or incurred by Owner in connection with any and all actions and matters under Section 12.2 (collectively, "Completion Expense"). Owner shall determine the amount of the Completion Expense from time to time, and: (a) to the extent the Completion Expense exceeds the portion of the Contract Price properly attributable to the remaining Work being completed or corrected, such excess amount: (i) shall be deducted from any unpaid balance of the Contract Price or other amounts due Contractor hereunder, to the extent of such balance; and (ii) Contractor shall pay Owner any amount exceeding the unpaid balance of the Contract Price, upon demand; and (b) upon Final Completion of the Work, but only to the extent the entire Completion Expense is less than the unpaid balance of the Contract Price, Owner shall pay Contractor any balance of the Contract Price still due and unpaid for Work actually performed by Contractor, without interest, after Contractor has complied with the requirements of Article 28. For the avoidance of doubt, Owner may use Final Holdback for payment of Completion Expense.

12.4 If Owner terminates Contractor's right to perform the Work and if it is determined subsequently for any reason that an Event of Default did not occur or that Contractor had cured such Event of Default in a timely manner, then Owner's termination of Contractor's right to perform the Work shall be deemed to have been an elective termination of this Demolition Agreement pursuant to Article 20 and Owner shall pay Contractor the Cancellation Payment specified in Section 20.2.

12.5 The rights and remedies of Owner under this Article are not intended to be exclusive. Each right and remedy shall be cumulative and shall be in addition to all other rights and remedies given Owner under the Contract Documents or available at law or in equity.

12.6 This Article is intended to supplement and not limit any provisions of the Supplementary Conditions dealing with the subject matter hereof.

ARTICLE 13. Legal Proceedings by Contractor; Governing Law

13.1 Contractor shall not bring any Legal Proceeding against Owner or any other Indemnitee under the Contract Documents, or with respect to any aspect of the Work, unless Contractor commences the same no later than 365 days after: (a) Substantial Completion, with respect to any claim arising out of, or based on, events prior to Substantial Completion; (b) Final Completion, with respect to any claim arising out of, or based on, events after Substantial Completion but prior to Final Completion; (c) any termination of Contractor's right to perform the Work under Article 12 or Article 20; and/or (d) any abandonment of the Project or purported termination by Contractor based upon any alleged default by Owner. The Contract Documents shall be construed and enforced in accordance with, and governed by, the laws of the State of New York (without regard to principles of conflicts of laws). In the event of any Legal Proceeding between the parties concerning the Contract Documents (or any matter pertaining to or arising under the Contract Documents) which results in a judgment final beyond appeal, the prevailing party shall be entitled to reimbursement from the losing party, upon demand, for all Fees-And-Costs of such Legal Proceeding paid or incurred by the prevailing party. Contractor and Owner agree that any legal action with respect to this Contract (including all defenses to any such legal action and all counterclaims or cross-claims therein) shall be brought and maintained only in the Supreme Court of the State of New York, New York County; and Contractor and Owner accept (and submit to) the jurisdiction of such court.

ARTICLE 14. No Waivers; No Third-Party Rights

14.1 The Contract Documents may not be modified or amended (or any term or provision waived or discharged) except in writing signed by the party against whom such amendment, modification, waiver or discharge is intended to be effective or except as elsewhere provided in the Contract Documents. Except and unless as elsewhere provided in the Contract Documents (or unless otherwise specifically agreed by Owner in writing with respect to a particular matter), no action, failure to act, course of dealing or delay of Owner shall constitute a waiver by Owner of Contractor's compliance with any term or provision of the Contract Documents or shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

14.2 Unless another provision of the Contract Documents provides specifically to the contrary, nothing in the Contract Documents, express or implied, is intended: (a) to confer on any Person other than Owner or Contractor any rights, obligations, liabilities or remedies; or (b) to waive any claim or right of Contractor, Owner, or any Indemnitee against any other Person.

ARTICLE 15. Correction of Work; Guarantees

15.1 Prior to Final Completion and at any time during the Guarantee Period when Owner gives written notice to Contractor, Contractor shall correct promptly all Work which is incorrect, defective, incomplete, omitted, or not otherwise in compliance with the Contract Documents. Unless otherwise set forth in the Contract Documents, "Guarantee Period" means the period commencing on the date of Substantial Completion and ending on the later of (a) 365 days following such date or (b) 180 days after the completion of the specific corrective action. If Contractor fails to commence required action under this Article within ten (10) days after written notice from Owner, or if Contractor does not thereafter prosecute such action diligently to completion, Owner may undertake the necessary corrective action itself or through other Persons at Contractor's expense. Any costs of corrective action for which Contractor is responsible under this Article shall be deducted from the unpaid balance of the Contract Price (if any)

or otherwise paid by Contractor upon demand. This Article is intended to supplement (and not to limit) Contractor's obligations under other provisions of the Contract Documents and under Laws, including Article 2.

ARTICLE 16. Resolution of Disputes

16.1 The "GOSR Referee" is identified in Schedule C to the Demolition Agreement.

16.2 If Contractor or Owner dispute any action of the other relating to any issue arising under this Demolition Agreement, and if they fail to resolve their dispute within fifteen (15) days after written notice from one party to the other advising of the dispute and specifying this Article, either party may submit a notice of dispute to the GOSR Referee. Each such submission to the GOSR Referee shall specify in reasonable detail:

(a) the nature of the dispute and/or any information or interpretation requested by the party (the "petitioner") giving notice to the GOSR Referee; and

(b) the petitioner's proposal for resolving the dispute.

16.3 The petitioner shall include with such request all documents and other materials which the petitioner deems relevant. The petitioner shall give copies to the other party (the "respondent") of all documents and other materials submitted by the petitioner to the GOSR Referee.

16.4 The GOSR Referee shall review each matter submitted and shall allow the respondent an opportunity to submit a written statement of the respondent's position (together with any documents or materials which the respondent deems relevant) within thirty (30) days after the respondent receives the petitioner's submission of documents under Section 16.2. The GOSR Referee shall also confer with both parties together to discuss the dispute and hear argument and may allow either party to submit a further written statement (or statements) of its position. In considering or rendering any decision, the GOSR Referee shall construe, interpret, and apply the Contract Documents strictly in accordance with their terms. The GOSR Referee shall deliver a written decision to Contractor and Owner as promptly as possible, but no later than thirty (30) days after the last document submission by the parties to the GOSR Referee (or conference with both parties, if later). Contractor and Owner shall comply promptly with decisions of the GOSR Referee.

16.5 A decision of the GOSR Referee shall be conclusive and binding on Contractor and Owner with full effect as the decision of an arbitrator under New York law.

16.6 Owner and Contractor shall each bear its own expenses of any proceeding before the GOSR Referee. There shall be no charge for the fees or expenses of the GOSR Referee.

16.7 If the GOSR Referee resigns or is unable to serve, GOSR shall designate a successor within thirty (30) days after application of either party. In such event the time periods for issuance of a determination by the GOSR Referee under this Article shall (if necessary) be postponed day-for-day pending the appointment (and agreement to serve) of the successor GOSR Referee.

16.8 A Surety issuing any Bond with respect to this Demolition Agreement shall be bound by decisions of the GOSR Referee to the same extent as Contractor. Moreover, by issuing its Bond such Surety shall be deemed to have agreed that submission of any matter to the GOSR Referee, and/or any decision or other action of the GOSR Referee, shall not discharge, release, amend, or waive such Bond or any rights of Owner thereunder.

16.9 Contractor shall not stop Work during the pendency of any dispute. Following a decision of the GOSR Referee, each party (as applicable) shall comply immediately with such decision.

16.10 Contractor acknowledges that the GOSR Referee may be an employee of, or contractor with, Owner or of another agency of the State of New York. Nonetheless, Contractor waives any actual or apparent conflict of interest and accepts the GOSR Referee as the Person to perform the functions which are specified for the GOSR Referee under this Article.

ARTICLE 17. Commencement of Work; Time

17.1 Contractor shall commence Work on the Project Site, no later than the Starting Date. Subject to Excusable Delays, time is of the essence for Contractor's Substantial Completion of the Work on or before the Substantial Completion Date.

17.2 If at any time the Work is likely to be delayed for any reason, or if Owner otherwise desires to accelerate the Work for any reason, Owner may give written notice requiring Contractor to (a) increase the number of workers and/or the amount or types of machinery, tools, equipment, or materials employed by Contractor in or for the performance of the Work; and/or (b) schedule and conduct additional lawful work shifts. Contractor shall undertake immediately all such action which Owner so requires in order to accelerate the Work, subject to availability of labor and materials. Costs of additional labor, machinery, tools, equipment and/or materials, if any, required under this paragraph shall be borne by Contractor, at Contractor's expense, within the Contract Price where the Work has been delayed by Contractor (as extended for Excusable Delays) or otherwise shall be borne by Owner as an Extra Payment computed in accordance with Article 21. If Owner and Contractor do not agree as to the cause of any delay in the Work, or if Contractor disputes the necessity of accelerating the Work, nevertheless Contractor shall comply with Owner's requirements and shall continue to prosecute the Work. Whether or not Owner exercises the same, Owner's right to accelerate performance of the Work under this Section shall not limit, modify or waive any of Owner's rights or remedies under the Contract Documents.

ARTICLE 18. Extensions of Time

18.1 Contractor shall be entitled to extensions of the dates of Substantial Completion and Final Completion only for Excusable Delays, subject to compliance with the conditions and requirements of this Article. Contractor may request an extension of time by giving a written notice to Owner which briefly describes the delay and estimates the duration of the delay (a "Delay Notice") within twenty-one (21) days after Contractor receives notice or otherwise becomes aware that the Excusable Delay has commenced or can be expected to commence. Contractor hereby waives and releases any right to an extension of time as to which Contractor does not give a Delay Notice as specified in this Article. Subject to the foregoing, if Contractor is entitled to a requested extension of time, Owner shall issue a Change Order after timely receipt of the Delay Notice. Contractor shall not receive an extension of time under this Article to the extent that Contractor would have been delayed concurrently by any fault of Contractor.

ARTICLE 19. Suspensions of Work

19.1 Owner may order Contractor, by written notice at any time, to stop the Work (or any part thereof) for any period or periods specified by Owner, for any reasons (i.e., with or without cause). Owner's order shall specify the date on which Contractor shall stop the Work. Contractor shall resume the Work thereafter if and when Owner so orders. Contractor shall receive an extension of time as an Excusable Delay for any period of stoppage ordered by Owner under this Article unless the suspension was necessary by reason of or attributable to Contractor's fault.

19.2 Extensions of time under Article 18, and payment of any amounts that may be due under Section 27.1 for a suspension by Owner, shall be construed as full consideration to Contractor, and as a release of Owner by Contractor (and all Persons claiming by, through and/or under Contractor), with respect to the particular stoppage of the Work.

ARTICLE 20. Elective Termination By Owner

20.1 Owner may terminate Contractor's right to perform the Contract in whole or in part at any time after the date of the Demolition Agreement for any reason, with or without cause, by at least ten (10) days' prior written notice to Contractor (the "Termination Notice") specifying the effective date of such termination (the "Termination Date") and the extent to which performance of the Work is terminated.

20.2 Upon a termination under this Article and after Contractor complies with Article 28, Contractor shall be entitled to a "Cancellation Payment" consisting of the following: (a) all amounts (including any Extra Payments) due, but not yet paid, Contractor under the Contract Documents for Work completed prior to the Termination Date; (b) direct out-of-pocket costs of any supplies, materials, machinery, equipment, facilities, or other property, in each case specially fabricated or purchased by Contractor or any Subcontractor pursuant to the Demolition Specifications in accordance with the Demolition Agreement for the sole purpose of performing the Demolition Agreement and not capable of installation and use except as a part of the Work; (c) other reasonable costs for which Contractor is obligated under non-cancellable agreements, even though Contractor has not yet received delivery of the same (but limited as though all Subcontractors have received a notice of termination

effective as of the same date and are bound by similar provisions in their Subcontracts); and (d) five percent (5%) of all costs computed under (a) through (c) above; however, (e) minus any amounts due to Owner from Contractor under the Contract Documents. Contractor shall receive no other payments (and, without limitation, no payment of any Included Items) by reasons of such termination.

20.3 Contractor agrees that the Cancellation Payment will fully and adequately compensate Contractor (and all other Persons claiming by or under Contractor) for all Loss-And-Expense attributable to the termination of Contractor's right to perform this Demolition Agreement. After the Termination Date, in Owner's sole discretion (but without any obligation to do so), Owner may take any and all actions necessary or desirable to complete the Work so terminated, including, entering into contracts with other contractors, with or without public letting. Unless Section 12.4 applies, this Article shall not apply to any termination of Contractor's right to perform this Demolition Agreement under Article 12.

20.4 This Article is intended to supplement and not limit any provisions of the Supplementary Conditions dealing with the subject matter hereof.

ARTICLE 21. Change Orders; Extra Work

21.1 Owner may issue Change Orders pertaining to any and all aspects of the Work at any time and for any reason whatsoever, whether and however such Change Orders may revise this Contract, add Extra Work, or require the deletion of Deleted Work.

21.2 Whenever Contractor believes (or has cause to believe) that Extra Work is required, or whenever Contractor performs any Disputed Work (see Section 22.1), Contractor shall deliver to Owner a notice (the "Change Order Advisory") containing (a) a statement of why the particular Work is Extra Work; and (b) a rough order of magnitude as to the Extra Payment involved and extension of time required (if any). For the avoidance of doubt, Contractor understands that Contractor will receive no Change Orders for Unforeseen Conditions or for any other matter under this Demolition Agreement other than Discretionary Owner Changes or other matters which for which this Demolition Agreement otherwise makes explicit provision. As used herein a "Discretionary Owner Change" means Extra Work which materially changes the Base Contract Work and is specifically required by a written order of Owner describing the same. The Owner's Representative shall have no authority to issue Discretionary Owner Changes; and no bulletin, interpretation, advisory, or other document of any kind issued by the Owner's Representative or any other Government Entity shall be deemed to constitute a Discretionary Owner Change.

21.3 If Owner issues a Discretionary Owner Change, or if Contractor believes that Contractor has encountered Extraordinary Conditions, Contractor shall submit to Owner a Change Order which shall set forth in sufficient detail all proposed changes in the Work and the reasons therefor. Contractor shall specify, also, whether the Change Order will result in an increase or reduction in the Contract Price and the amount thereof (which shall be governed by this Article). If Owner approves, Owner shall issue a Change Order and Contractor shall implement the particular Change Order in accordance with Owner's instructions. Submission of any proposed Change Order by Contractor shall be deemed a representation by Contractor that (a) the Work covered by such proposed Change Order is Extra Work or Deleted Work, as the case may be, which requires an adjustment in the Contract Price and (b) that the adjustment in the Contract Price set forth in such proposed Change Order is fair and reasonable and does not include any costs which are not permissible under the Contract Documents.

21.4 Contractor shall undertake and complete promptly all Extra Work authorized under this Article. Subject to Section 22.1, Contractor shall not perform any Extra Work without a Change Order signed by Owner specifically authorizing Extra Work.

21.5 Without limiting other provisions of this Demolition Agreement, Contractor shall not be entitled to any Extra Payment for any Extra Work, if and to the extent required by reason of: (a) Contractor's or any Subcontractor's fault; (b) coordination of Demolition Specifications, other than lack of coordination resulting from material design defects; (c) development of details inferable from the Demolition Specifications; (d) the inclusion or exclusion of any item which should be included or excluded in accordance with good construction practice, whether or not shown or set forth in a Contract Drawing and/or Specification; or (e) any risk or obligation assumed by Contractor in the Contract Documents.

21.6 Owner may request Contractor to submit a price for Extra Work covered by any proposed Change Order. In response, within five Work Days after receipt of any such request, Contractor shall submit a written quotation in a form approved by Owner.

21.7 If Owner and Contractor fail to agree upon the amount of Extra Payment due Contractor with respect to proposed Extra Work and Owner issues a Change Order requiring such Extra Work, or if Owner issues a Change Order without first requesting a quotation pursuant to Section 21.6, Contractor shall proceed immediately with the Extra Work covered by such Change Order; and, unless Contractor and Owner agree on a lump-sum or unit-price payment, any Extra Payment due Contractor shall be computed on the time and materials basis in accordance with Section 21.8. Contractor shall notify Owner by telephone before 3:00 p.m. E.S.T. on any Work Day of all Extra Work to be performed on a time and materials basis which Contractor has scheduled for the next Work Day.

21.8 Whenever Contractor performs Extra Work on the time and materials basis, Owner shall pay Contractor the following reasonable costs actually incurred for the following with respect to such Extra Work: (a) necessary materials (including actual costs of transportation to the Site); (b) necessary direct labor; (c) premiums actually paid by the employer for worker's compensation; vacation allowances, union dues, health, welfare, unemployment, and retirement benefits, and payroll taxes, which the employer actually pays on such direct labor; (d) incremental additional costs of Required Insurance and/or Bonds occasioned by performance of such Extra Work; (e) sales and personal property taxes (if any) required to be paid on materials incorporated in such Extra Work, other than those for which exemption is (or should be) allowed under this Contract; (f) actual rental costs of necessary plant and equipment other than small tools (or, in the case of Contractor-owned equipment, the reasonable rental value thereof); (g) necessary installation and dismantling of such plant and equipment (including transportation to and from the Site), if any; and (h) fifteen percent (15%) (the "Change Order Mark-up") in the aggregate on the total of items (a) through (g) for all Included Items of Contractor and all Subcontractors associated with such Extra Work. Where Contractor performs Extra Work on a time and materials basis and Contractor has not submitted full time sheets with its Requisition for same, Owner will make a provisional payment of 70% of the Extra Payment requested by Contractor in any Requisition with the remaining 30% paid upon Owner's receipt and verification of full time sheets for such Extra Work, subject to Article 24 and the completion of an audit.

21.9 The Contract Price shall be reduced if and to the extent that any Change Order, whether for Deleted Work or otherwise, results in any net reduction in Contractor's cost of the Work. If Contractor and Owner do not agree as to the amount of the reduction, the Contract Price shall be reduced by an amount equal to the estimated cost of the Deleted Work, computed in accordance with Items (a) through (h) of Section 21.8; provided, however, that if any Change Order requires both Extra Work and Deleted Work with respect to related items of Work, the applicable Extra Payment (if any) shall be computed only on the actual net increase in Contractor's cost of the Work. However, any savings or decreased costs attributable to Deleted Work shall not be netted against Extra Payment for an unrelated item of Work.

ARTICLE 22. Disputed Work; Time and Materials Certificate

22.1 If Contractor is of the opinion that any Work ordered to be done as Base Contract Work is instead Extra Work and not Base Contract Work ("Disputed Work"), before proceeding with the particular Disputed Work, Contractor shall give Owner the Change Order Advisory described in Section 21.2. If Contractor fails to deliver such Change Order Advisory within ten (10) days of Owner's direction to perform the Disputed Work, Contractor shall be conclusively deemed to have agreed that such Disputed Work is Base Contract Work, and Contractor shall pay, at Contractor's expense, all costs due to the particular Subcontractor(s) by reason of such Disputed Work.

22.2 For all Disputed Work performed and for all Extra Work performed on a time and materials basis, Contractor shall prepare and deliver to Owner a certificate containing the following: (a) a statement of the number of hours for which workers were actually employed, the wages due such worker, and a brief statement of the categories of work performed; (b) a statement of changes (if any) in the rates and amounts of worker's compensation premiums, state and federal taxes, vacation allowances, and union dues and assessments payable upon any worker's wages; (c) a statement of the amount and character of materials furnished for such Work, the Persons from whom purchased, and amounts payable for the same; and (d) a statement of the equipment used in the performance of such Work, together with the rental (if any) payable for the same.

ARTICLE 23. Requisitions

23.1 Subject to the terms of this Demolition Agreement, Owner will pay (i) eighty-five percent (85%) of the Contract Price for each Project after Substantial Completion of the applicable Project, and (ii) the Final Holdback for each Project after Final Completion of the applicable Project. To this end, Contractor shall submit all Requisitions to Owner (with copies to Owner's project manager). Contractor shall submit to Owner with each Requisition:

(a) the Line Item Breakdown, annotated to reflect all Work actually completed to date;

(b) a partial Waiver of Lien from Contractor and every Subcontractor covering all payments by Owner pursuant to previous Requisitions;

(c) a detailed summary of all Change Orders approved and/or requested to date;

(d) if applicable, a verified statement setting forth the information required under Section 220-a of the New York State Labor Law;

(e) original payrolls or transcripts thereof, subscribed and affirmed by Contractor as true; and

(f) any other certification, reports, documentation or information relating to the Work or the Contract Documents which Owner reasonably requests or are required by Law.

23.2 Within thirty (30) days after receipt of a Requisition satisfactory to Owner pursuant to Section 23.1, Owner will approve or disapprove all or a portion of such Requisition. If Owner disapproves all or a portion of the Requisition, Owner will deliver a written statement of any disapproved amounts pursuant to Section 24.3.

23.3 Owner may withhold payment of all or any portion of a Requisition for the reasons set forth in Sections 24.2 and 24.3 below. However, if, in Owner's reasonable judgment, other grounds for withholding payment do not concurrently exist, Owner will pay any portion(s) of the Requisition not then in dispute within thirty (30) days of Owner's approval of all or the applicable portion of the Requisition.

23.4 With respect to the portion, if any, of the Requisition which Owner has disapproved, Contractor shall immediately undertake all corrective or other action required by Owner and shall continue to prosecute the Work expeditiously in accordance with the Contract Documents. If and when Owner's grounds for withholding payment are removed by judicial determination final beyond appeal, expiration of an applicable limitation period, or written agreement between Owner and Contractor, Owner shall pay Contractor the amount so withheld, less any other amounts still subject to withholding under Sections 24.2 and 24.3.

23.5 If Owner receives notice (or otherwise has good reason to believe) that Contractor has failed to pay any Subcontractor an amount due to such Subcontractor from funds previously paid by Owner to Contractor (*i.e.*, where the funds due to such Subcontractor were covered by a Requisition previously paid by Owner), upon demand from Owner, Contractor shall immediately pay the amount due to such Subcontractor or (if Owner so specifies) shall return such funds to Owner with interest at the legal rate from the date when due. In such event, also, Owner may elect, upon three days' written notice to Contractor, thereafter to issue payments directly to any or all Subcontractors and deduct any and all such payments (including interest thereon) from any amounts due from Owner to Contractor pursuant to this Contract.

23.6 Whenever requested, Contractor shall submit to Owner a sworn statement, in form and accompanied by documents satisfactory to Owner, accounting for the disbursement of funds received from Owner. No payment by Owner shall relieve Contractor of any of Contractor's obligations under this Demolition Agreement.

23.7 If at any time, taking into account any amounts which Owner is entitled to withhold and retain under the Contract Documents, Owner has made payments to Contractor which exceed the aggregate amount then due Contractor under the Contract Documents, Contractor shall repay the excess to Owner upon demand (or Owner may, in its discretion, offset the amount of such payment against amounts due Contractor under Contractor's pending or future Requisitions).

ARTICLE 24. Conditions of Payment; Money Retained Against Claims

24.1 Contractor may submit no Requisitions to Owner unless and until Contractor has prepared and submitted to Owner, and Owner has approved, the Line Item Breakdown.

24.2 Owner may withhold and retain the following amounts from payments requested by Contractor: (a) any amount permitted under Section 24.3 from any payment requested in any Requisition; (b) any amounts then due and payable to Owner under Section 15.1; (c) any Completion Expense due Owner under Article 12; (d) any amounts due Owner under Article 6; (e) one hundred twenty-five percent (125%) of the amount of any Lien asserted against Owner, the Work, or the Project (or any portion thereof) by any Person claiming by, through or under Contractor which has not been bonded, paid, or otherwise discharged (except to the extent such Lien is asserted as a result of Owner's failure to pay an undisputed amount properly due under to Contractor under this Contract); and/or (f) any other amount which Owner may deduct or withhold pursuant to other specific provisions of the Contract Documents.

24.3 Owner may disapprove and withhold any payment (or any portion thereof) requested in any Requisition if and to the extent that: (a) such Requisition and/or any documents to be delivered therewith are not correct and complete; (b) the Work covered by such Requisition (and/or any previous Requisition) does not comply with the Contract Documents; (c) any Person has asserted a claim or secured a judgment against any Indemnitee, the Work or the Project involving any matter covered by Contractor's indemnification under Article 6 and the applicable Required Insurance (if any) may or will not cover the matter (taking into account all previous such judgments, if any); (d) any statement or representation in any Requisition or other document submitted with respect to the Project or the Work (or for purposes of securing this Contract) was materially untrue or incorrect when made; (e) an Event of Default has occurred under Article 12; (f) Contractor has failed to pay any Subcontractor (or any Person claiming by, through, or under Contractor) any amount previously due to such Subcontractor or other Person for which Contractor has previously received payment; (g) in the case of a Requisition with respect to Substantial Completion, payment of the amount which Contractor requests would leave Owner holding less than the Final Holdback; and/or (h) such withholding is authorized pursuant to Section 756-a of the New York General Obligations Law.

ARTICLE 25. Substantial Completion

25.1 "Substantial Completion" for each Project means the date when all of the following conditions have been satisfied for the applicable Project:

(a) Contractor has demolished all property on the Project Site and removed all debris resulting from such demolition;

(b) Contractor, and Owner have agreed in writing upon the final Punch List submitted by Contractor pursuant to Section 25.2;

(c) Contractor has agreed in writing that Contractor will achieve Final Completion on a specified date; and

(d) Contractor has delivered to Owner a consent of the Surety to Owner's payment of the amount specified in Section 25.4.

25.2 When Contractor believes that all the Work is substantially complete in compliance with the Contract Documents, Contractor shall prepare a Punch List of incorrect or incomplete Work for Substantial Completion of the Work (or of any portion of the Work designated by Owner). Contractor shall submit to Owner a written notice stating that in Contractor's estimation the Work has been substantially performed in compliance with the Contract Documents, which notice shall have attached thereto a copy of Contractor's proposed Punch List ("Substantial Completion Notice"). "Punch List" means a statement of repairs, corrections and adjustments to the Work, and incomplete aspects of the Work, and the cost to undertake and complete same, which (a) Contractor can complete before Contractor's agreed date for Final Completion under Section 25.1(c) and with minimal interference to Owner's entry into, and use of, the Project; and (b) would represent, to perform or complete, a total cost of not more than one percent (1%) of the original Contract Price. After Owner's receipt of the Substantial Completion Notice and Contractor's proposed Punch List, Owner shall perform an inspection for the purposes of determining whether the Work is substantially complete. Such inspection shall commence within ten (10) days of receipt of the Substantial Completion Notice by Owner and shall be completed with due diligence and in any event within twenty (20) days of commencement of such inspection. When Owner approves the final Punch List, Owner shall deliver to Contractor the final Punch List.

25.3 After the final Punch List is approved by Owner, Contractor shall correct, complete, or furnish the items on such Punch List as required under the Contract; and Contractor shall review and inspect the labor, materials, and services, so furnished for conformance with the Contract Documents.

25.4 Upon Substantial Completion, Contractor may submit to Owner a Requisition, which shall include the submissions required pursuant to Section 23.1, for the unpaid balance of the Contract Price less Final Holdback. Within thirty (30) days after submission of a satisfactory Requisition pursuant to this Section, Owner shall pay Contractor the unpaid balance of the Contract Price, less Final Holdback and any other amounts then withheld under Article 24.

ARTICLE 26. Final Completion; Final Holdback

26.1 "Final Completion" for each Project shall occur when all of the following conditions have been satisfied for the applicable Project:

(a) Substantial Completion has occurred and all Work (including all items on the Punch List and all Close-Out Requirements) is complete and in compliance with the Contract Documents;

(b) all Government Entities having jurisdiction have inspected the Work and the Project and have unconditionally authorized all final or permanent permits, licenses, certificates, evidencing the final completion of the Work in accordance with Law and any other approvals specifically required under the Contract Documents;

(c) Contractor has submitted to Owner a Requisition, which shall include the submissions required pursuant to Section 23.1 (except that such Requisition shall include a final Waiver of Lien from Contractor and every Subcontractor covering all payments by Owner pursuant to previous Requisitions), with respect to Final Completion; and

(d) Contractor has delivered to Owner a written statement of the Surety (in form and substance satisfactory to Owner) to the effect that Owner's payment of the unpaid balance of the Contract Price shall not modify or discharge any obligations of the Surety under the Bonds.

26.2 When Contractor believes that the Work (including all Punch List Work and Close-out Requirements) is complete in compliance with the Contract Documents, Contractor shall submit to Owner a written notice stating that in Contractor's estimation the Work has been completed in compliance with the Contract Documents ("Final Completion Notice"). Upon Owner's receipt of the Final Completion Notice, Owner shall perform an inspection for the purposes of determining whether the Work is so performed. Such inspection shall commence within ten days of receipt of Final Completion Notice by Owner and shall be completed with due diligence and in any event within fifteen (15) days of commencement of such inspection. When Owner finds upon inspection that the Work is complete, Owner shall issue to Contractor a certificate of Final Completion.

26.3 Upon Final Completion, Contractor may submit to Owner a Requisition for Final Holdback, less any amounts then withheld under Article 24. Within thirty (30) days after submission of a satisfactory Requisition pursuant to this Section, Owner shall pay the Final Holdback to Contractor, less any amounts then withheld under Article 24 (the "Final Payment").

26.4 Contractor's acceptance of Final Payment shall be construed as Contractor's complete, unconditional and general release of Owner and all Indemnitees by Contractor (and all Persons claiming by, through, and/or under Contractor) with respect to all payments of the Contract Price or any other amounts due Contractor connected with, or arising out of, the Contract Documents or the Work, except for Contractor's claim for any amount then withheld under Article 24. This Section shall not be construed to revive any claim previously waived by Contractor under other provisions of the Contract Documents.

ARTICLE 27. No Claim for Delay Damages

27.1 If acts or omissions of Owner that constitute an Excusable Delay cause Contractor to experience Excusable Delays prior to Substantial Completion (such delays, "Sec. 27.1 Delays") exceeding thirty (30) days in the aggregate; and if, by reason of such Sec. 27.1 Delays, Contractor incurs additional out-of-pocket costs for labor, materials and/or third-party services which Contractor would not have incurred but for such Sec. 27.1 Delays; and if Contractor has given Owner Delay Notices within the time specified in Section 18.1 describing the acts or omissions

of Owner which caused the respective Sec. 27.1 Delay(s); then Owner shall reimburse Contractor for the reasonable actual additional direct out-of-pocket costs of labor, materials and/or third-party services incurred by Contractor (without markup for any Included Items) by reason of such Sec. 27.1 Delays exceeding thirty (30) days in the aggregate. Contractor agrees that Contractor has experienced no Sec. 27.1 Delays prior to the signing of this Demolition Agreement.

27.2 Except for extensions of time under Article 18 and subject to Sections 17.2 and 27.1: (a) Contractor alone hereby specifically assumes the risk of all delays in the Work (or the performance thereof) of any kind of duration, whether Excusable Delays or otherwise, and whether or not within the contemplation of the parties and whether foreseeable or unforeseeable and all Loss-And-Expense attributable thereto; and (b) Contractor agrees to make no claim for damages for delay in the Work (or the performance thereof) of any kind whatsoever, whether foreseeable or unforeseeable and agrees that any such claim shall be compensated for solely by an extension of time to complete performance of the Work. Contractor shall have no right to rescind or terminate this Contract and Contractor shall have no cause of action under any theory of quasi-contract or quantum meruit, by reason of any delay of any kind or duration whatsoever.

ARTICLE 28. Certain Obligations of Contractor Upon Termination or Completion

28.1 Upon a termination of Contractor's right to perform the Demolition Agreement under Article 12 or Article 20, Contractor shall:

(a) stop Work on the date and to the extent specified by Owner;

(b) take all action as necessary (or as Owner may direct) to protect and preserve all materials, equipment, tools, facilities and other property and the safety of all Persons connected with the Work or the Project Site;

(c) deliver to Owner promptly complete copies of all Subcontracts, together with a statement of (i) the items ordered and not yet delivered pursuant to each agreement; (ii) the expected delivery dates of all such items; (iii) the total cost of each agreement and the terms of payment; (iv) the estimated costs of canceling each agreement; and (v) sums paid under contracts and all other sums due and outstanding; and, at Owner's option, Contractor shall either terminate or assign to Owner Contractor's rights under each Subcontract and make no additional agreements with Subcontractors with respect to the Work or the Contract Documents;

(d) deliver to Owner promptly a correct and complete list of all supplies, materials, machinery, equipment and other property previously delivered by Contractor or any Subcontractor but not yet incorporated into the Work;

(e) give written notice promptly to every Surety which has issued a Bond (with a copy of each such notice to Owner);

(f) as directed by Owner, transfer free and clear title to Owner by appropriate instruments of title, and deliver to the Project Site (or such other place as Owner may specify), all property paid for by Owner (or, if required under Section 12.2, any other property);

(g) notify Owner promptly in writing of any Legal Proceedings against Contractor by any Subcontractor relating to the termination of the Work or otherwise;

(h) deliver to Owner promptly all plans, drawings, manuals, books, records, and other documents which the Contract Documents would otherwise have required Contractor to deliver to Owner prior to (or upon) Final Completion;

(i) give written notice promptly (if required) under each policy of Required Insurance (with a copy of each such notice to Owner), but continue to maintain any policy of completed operations coverage for the period required under Schedule B; and

(j) take such other actions, and execute such other documents, as Owner may reasonably request to effectuate and confirm the foregoing matters, or as may be necessary or desirable to minimize Owner's costs, and take no action which will increase any amount payable by Owner under the Contract Documents.

28.2 Upon Final Completion, or upon a termination of Contractor's right to perform the Work under Article 12 or Article 20, Contractor shall: (a) unless Owner directly or otherwise takes possession of and uses the same under Section 12.2, promptly remove from the Project Site all equipment, implements, machinery, tools, temporary facilities of any kind and other property owned, leased, or rented by Contractor, and repair any damage caused by such removal; (b) provide for the termination and removal of any temporary utilities or other services used in connection with the Work; (c) clean the Project Site, the Work and all areas of the Project Site previously occupied by Contractor, and leave the same in a neat and orderly condition; (d) complete and comply with all other Close-Out Requirements; and (e) promptly cause all Employees of Contractor and any Subcontractors to vacate the Project Site.

28.3 If Contractor fails to comply with any obligation under this Article, Owner may perform the action contemplated after five (5) Work Days' prior written notice to Contractor; and, at Owner's election, Owner may deduct the entire cost (or any portion thereof) from the unpaid balance of the Contract Price; or Contractor shall pay the entire cost (or any portion thereof) upon demand, notwithstanding that any other Person may have defaulted in taking similar action or occupied the same areas or otherwise had any responsibility for the condition involved. Contractor shall have no right to further payments under any Requisition until Contractor has complied with all obligations under this Article.

ARTICLE 29. Miscellaneous

29.1 The Contract Documents embody the entire agreement and understanding of the parties and supersede all prior proposals, agreements and understandings relating to the subject matter hereof.

29.2 Except as set forth in Article 5, Contractor shall not assign or delegate this Contract, the Contract Documents, or any of Contractor's rights, payments, liabilities, or duties under this Contract or the Contract Documents, or any part thereof (or subcontract or delegate the Work, or any part thereof) without the prior written consent of Owner in each case, which Owner may withhold for any reason whatsoever. Any such assignment, subcontract, or delegation without Owner's prior written consent (including any assignment or transfer by operation of law or any transfer of control of Contractor) shall be void against Owner.

29.3 All the terms of the Contract Documents, whether so expressed or not, shall be binding upon the respective permitted successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and by their respective permitted successors and assigns. The headings of the Contract Documents are for purposes of reference only and shall not limit or otherwise affect the meaning thereof. This Contract may be executed (a) in counterparts, a complete set of which shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.

29.4 If any court determines that any provision of the Contract Documents is illegal or unenforceable, the Contract Documents shall remain in effect in accordance with their terms, excluding the provision declared illegal or unenforceable.

29.5 Nothing in this Contract is intended, nor shall anything herein be construed, to deem Owner and Contractor to be joint venturers or partners with respect to any activity whatsoever.

29.6 Contractor agrees that no members, directors, trustees, managers, officers, or other Employees of Owner shall have any personal liability for any amounts or obligations owing to Contractor or any Subcontractors under or with respect to the Contract Documents. The liability of Owner for Owner's obligations under this Demolition Agreement will be limited to Owner's title and interest in and to the Project.

29.7 Unless and until Owner gives Contractor notice to the contrary, throughout all Projects, Contractor shall work with and take direction and instruction from Owner's Representative (except that all written approvals and Change Orders must be signed by Owner's authorized representative). Contractor shall submit to the Owner's Representative copies of all submissions and deliveries of documents and other materials which Contractor is required to submit to Owner under the Contract Documents. For the avoidance of doubt, references to "Owner" in the Contract Documents shall also be deemed to be references to Owner's Representative unless specifically stated otherwise.

ARTICLE 30. Organizational Representations

30.1 Contractor represents and warrants to Owner as follows:

(a) Contractor is the type of legal entity specified in the Demolition Agreement, duly organized, validly existing and in good standing under the laws of the state specified in the Demolition Agreement;

(b) the execution and delivery of this Contract, and the performance by Contractor of all its obligations thereunder, have been duly and effectively authorized by all necessary action on the part of Contractor, and this Contract has been duly executed and delivered by authorized representatives of Contractor;

(c) neither Contractor nor any of its Employees has offered or given any gratuity to an Employee of Owner or of the State of New York to secure this Contract or to secure favorable treatment with respect thereto; and

(d) there are no judgments, actions, suits, or proceedings existing or pending (or, to the knowledge of Contractor's officers, threatened) against Contractor which can reasonably be expected to have a material adverse effect upon its performance of the Contract.

ARTICLE 31. Notices

31.1 All notices, requests, demands, elections, consents and other communications of any kind whatsoever ("notices") which may or must be given under the Contract Documents shall be addressed to Contractor, Owner and Owner's Representative at the addresses set forth in Schedule C to the Demolition Agreement. Any notice required by the Contract Documents to be given or made in writing within a specified period of time or on or before a date certain must be transmitted either by hand delivery (which may include commercial delivery service) subject to written receipt, or by U.S. Express, registered or certified mail, return receipt requested and postage and registry fees prepaid. All notices shall be deemed given when received (or date of attempted delivery if refused). Either party (or the Owner's Representative) may change its address for notices by written notice to the other party which complies with the foregoing requirements.

ARTICLE 32. Funding Source; Other Assignments

32.1 Contractor hereby consents to the assignment of the Contract Documents, and/or any part of Owner's interest therein, to any Government Entity, pension trust or other financial institution which makes, or participates in, a grant, loan, or contribution to finance the Project, whether or not such loan is secured by an Encumbrance, whether directly or collaterally (each a "Funding Source").

32.2 Each assignment pursuant to Section 32.1 shall be subject to the condition that either:

(a) Owner shall agree in writing with Contractor to remain responsible for the full performance of all obligations of Owner under the Contract arising prior to the date of such assignment and the assignee shall agree in writing with Contractor to assume all obligations of Owner under the Contract arising from and after the date of such assignment; or

(b) the assignee shall assume all responsibility and liability for the performance of all obligations of Owner under the Contract, including any obligations arising prior to the date of such assignment.

32.3 Upon Owner's written request, and subject to Contractor's approval (not to be unreasonably withheld or delayed), Contractor shall execute any documents or instruments which any Funding Source or other assignee may reasonably request to confirm and effect Contractor's agreements in this Article, provided such documents are consistent with Section 32.2 above.

ARTICLE 33. Owner's Tax Exemption

33.1 Owner is exempt from sales tax under the New York State Tax Law. Contractor shall take all actions and comply with all requirements necessary to avail Contractor and its Subcontractors of such tax exemption.

EXHIBIT A

FORMS OF PARTIAL WAIVERS OF LIEN FOR CONTRACTOR AND SUBCONTRACTOR

Payments Received through date hereof: $_____

CONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIEN

PARTIAL RELEASE AND WAIVER OF LIEN dated as of _____, 20__ made by _____ ("Contractor") to and for the benefit of _____, a _____ with its principal office at _____ ("Owner") pursuant to an agreement dated as of _____ (the "Contract") covering the Work for the Project known as _____ (the "Project"). Unless otherwise specified herein, words and phrases defined in the Contract shall have the same meanings in this instrument.

This Partial Release and Waiver of Lien is given in connection with the payment to Contractor of sums heretofore requisitioned by Contractor for Work supplied, furnished or performed for the Project. Contractor hereby certifies and acknowledges that, as of the date hereof, Contractor has received payments in the aggregate amount of _____ Dollars ($_____) for Work performed, furnished or supplied for the Project, and that such payments constitute all sums due and owing to Contractor in accordance with the Contract up to and including the date hereof, except as expressly provided in the following paragraph..

IN CONSIDERATION OF, AND TO THE EXTENT OF, SUCH PAYMENT, Contractor (for itself and its successors and assigns) does hereby release and waive any and all rights, claims, and demands which Contractor has or may have against Owner and the State of New York (the "State") (including any rights which Contractor has or may have pursuant to the New York Lien Law or otherwise to file any Lien or notice of Lien against the Project or any property of Owner or the State), on account of or deriving from Work supplied, furnished, or performed for the Project to and including the date hereof, other than (1) unpaid amounts of prior requisitions which were properly prepared and submitted and which Owner does not dispute; (2) pending claims of which Contractor has given proper written notice to Owner in accordance with the Contract; and (3) pending Change Orders identified in the schedule accompanying this Partial Release and Waiver of Lien.

This Partial Release and Waiver of Lien shall not affect the right of Contractor to recover compensation for Work supplied, furnished or performed by Contractor for the Project to the extent that compensation for such Work is not included within the aggregate amount identified above, but is included within categories (1)-(3) in the immediately preceding paragraph.

IN WITNESS WHEREOF, Contractor has caused this Partial Release and Waiver of Lien to be duly executed as of the date first set forth above by its undersigned officer who is duly authorized to do so.

[_____]

By:_____
Name:
Title:

Subscribed and sworn to before me
this ___ day of _____, 20___.

_____
Notary Public

Payments Received through date hereof: $_____

SUBCONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIEN

PARTIAL RELEASE AND WAIVER OF LIEN dated as of _____, 20_, made by _____ ("Subcontractor") to and for the benefit of _____, a _____ with its principal office at _____ ("Owner") and of _____ ("Contractor") pursuant to an agreement between Subcontractor and Owner [or between Subcontractor and Contractor as agent of Owner] dated as of _____, 20__ (the "Contract") covering the _____ work for the project known as _____ (the "Project"). Unless otherwise specified herein, words and phrases defined in the Contract shall have the same meanings in this instrument.

This Partial Release and Waiver of Lien is given in connection with the payment to Subcontractor of sums heretofore requisitioned by Subcontractor for Work supplied, furnished or performed for the Project. Subcontractor hereby certifies and acknowledges that, as of the date hereof, Subcontractor has received payments in the aggregate amount of _____ Dollars ($_____) for Work performed, furnished or supplied for the Project, and that such payments constitute all sums due and owing to Subcontractor in accordance with the Contract up to and including the date hereof, except as expressly provided in the following paragraph.

IN CONSIDERATION OF, AND TO THE EXTENT OF, SUCH PAYMENT, Subcontractor (for itself and its successors and assigns) does hereby release and waive any and all rights, claims, and demands which Subcontractor has or may have against Owner, Contractor and/or the State of New York (the "State") (including any rights which Subcontractor has or may have pursuant to the New York Lien Law or otherwise to file any Lien or notice of Lien against the Project or any property of Owner, Contractor or the State), on account of or deriving from Work supplied, furnished, or performed for the Project to and including the date hereof, other than (1) unpaid amounts of prior requisitions which were properly prepared and submitted and which neither Owner nor Contractor dispute; (2) pending claims of which Subcontractor has given proper written notice to Owner and Contractor in accordance with the Contract; and (3) pending Change Orders identified in the schedule accompanying this Partial Release and Waiver of Lien. "Work" means labor, materials and supplies, furnished or performed by or through Subcontractor with respect to the Project.

This Partial Release and Waiver of Lien shall not affect the right of Subcontractor to recover compensation for Work supplied, furnished or performed by Subcontractor for the Project to the extent that compensation for such Work is not included within the aggregate amount identified above but is included within categories (1)-(3) in the immediately preceding paragraph.

IN WITNESS WHEREOF, Subcontractor has caused this Partial Release and Waiver of Lien to be duly executed as of the date first set forth above by its undersigned officer who is duly authorized to do so.

[_____]

By:_____
Name:
Title:

Subscribed and sworn to before me
this ___ day of _____, 20___.

_____
Notary Public

EXHIBIT B

FORMS OF FINAL WAIVERS OF LIEN FOR CONTRACTOR AND SUBCONTRACTOR

Total Payments Received: $_____

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

FINAL RELEASE AND WAIVER OF LIEN dated as of _____, 20__ made by _____ ("Contractor") to and for the benefit of _____, a _____ with its principal office at _____ ("Owner") pursuant to an agreement dated as of _____ (the "Contract") covering the Work for the Project known as _____ (the "Project"). Unless otherwise specified herein, words and phrases defined in the Contract shall have the same meanings in this instrument.

This Final Release and Waiver of Lien is given in connection with the construction of the Project and in consideration of $_____ in full payment of all sums due under the Contract.

For Owner's benefit, Contractor does hereby certify and acknowledge: (i) that Contractor has supplied Owner with a list of all Subcontractors supplying, furnishing, or performing Work for the Project and that such list is true and complete as of the date hereof; (ii) that upon receipt of the above-described payment, Contractor has received all sums due and owing to Contractor for all Work performed, furnished, or supplied by Contractor for the Project; and, in consideration of such payment, Contractor (for Contractor and its successors and assigns) does hereby forever release and waive any and all rights, claims and demands which Contractor has or may have against Owner and the State of New York (the "State") (including any rights pursuant to the New York Lien Law to file any Lien or notice of Lien against the Project or any property of Owner or the State) on account of or deriving from any Work supplied, furnished, or performed for the Project; and Contractor agrees to indemnify and hold harmless Owner from and against any and all rights, claims and demands of any Subcontractors on account of or deriving from Work supplied, furnished or performed by any such Subcontractor for the Project.

IN WITNESS WHEREOF, Contractor has caused this Final Release and Waiver of Lien to be duly executed as of the above date by the undersigned officer of Contractor who is duly authorized to do so.

[_____]

By:_____
Name:
Title:

Subscribed and sworn to before me
this ___ day of _____, 20___.

_____
Notary Public

Total Payments Received: $_____

SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

FINAL RELEASE AND WAIVER OF LIEN dated as of _____, 20___, made by _____ ("Subcontractor") to and for the benefit of _____, a _____ with its principal office at _____ ("Owner") and of _____ ("Contractor") pursuant to an agreement between Subcontractor and Owner [or between Subcontractor and Contractor as agent of Owner] dated as of _____, 20_ (the "Contract") covering the _____ work for the project known as _____ (the "Project"). Unless otherwise specified herein, words and phrases defined in the Contract shall have the same meanings in this instrument.

This Final Release and Waiver of Lien is given in connection with the construction of the Project and in consideration of $_____ in full payment of all sums due under the Contract.

For the benefit of Owner and Contractor, Subcontractor does hereby certify and acknowledge: (i) that Subcontractor has supplied Owner and Contractor with a list of all subcontractors and vendors supplying, furnishing or performing Work for the Project and that such list is true and complete as of the date hereof; (ii) that upon receipt of the above-described payment, Subcontractor has received all sums due and owing to Subcontractor for all Work performed, furnished or supplied by or through Subcontractor for the Project; and, in consideration of such payment, Subcontractor (for Subcontractor, its successors and assigns) does hereby forever release and waive any and all rights, claims and demands which Subcontractor has or may have against Owner, Contractor and/or the State of New York (the "State") (including any rights pursuant to the New York Lien Law to file any Lien or notice of Lien against the Project or any property of Owner, Contractor or the State) on account of or deriving from any Work supplied, furnished or performed for the Project; and Subcontractor agrees to indemnify and hold harmless Owner from and against any and all rights, claims and demands of any subcontractors or vendors on account of or deriving from Work supplied, furnished or performed by any such subcontractor or vendor for the Project. "Work" means labor, materials and supplies, furnished or performed by or through Subcontractor with respect to the Project.

IN WITNESS WHEREOF, Subcontractor has caused this Final Release and Waiver of Lien to be duly executed as of the date first set forth above by the undersigned officer of Subcontractor who is duly authorized to do so.

[_____]
By:_____
Name:
Title:

Subscribed and sworn to before me
this ___ day of _____, 20___.

_____
Notary Public

GOSR SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Pursuant to HTFC Demolition Agreement

Instructions for Contractor

(1) Pursuant to the Demolition Agreement, Contractor shall comply with the requirements of these Supplementary Conditions. For purposes of Contractor's compliance, references herein to the "Project Contract" shall be deemed to refer to the Demolition Agreement whether or not so stated. Terms defined in the Demolition Agreement shall have the same meanings in these Supplementary Conditions unless otherwise specified.

(2) Pursuant to the Demolition Agreement, these Supplementary Conditions shall be incorporated into all Subcontracts and lower-tiered Subcontracts issued under the Demolition Agreement. Accordingly, Contractor shall:

a. Incorporate these Supplementary Conditions into all Subcontracts.

b. Require all Subcontractors to incorporate these Supplementary Conditions in all lower-tiered Subcontracts.

(3) Contractor shall include this package of Supplementary Conditions as part of the bid package for all Subcontracts.

(4) Upon selection of a Subcontractor, Contractor shall:

a. Fill in the Project Address, Contractor name and address, Subcontractor name and address, and Contract Number on the first page of the Introductory Statement.

b. Fill in Contractor name and Subcontractor name in the signature block on the second page of the Introductory Statement.

(5) Upon execution of a project contract, Contractor and Subcontractor shall execute and date the Introductory Statement.

(6) Contractor shall instruct all Subcontractors to follow these instructions for all lower-tiered Subcontracts.

Governor's Office of Storm Recovery
Supplementary Conditions for Contracts

INTRODUCTORY STATEMENT

"Project" or "Program": 3270 Parkway Dr Baldwin, NY 11510; 224 Hudson Ave Freeport, NY 11520

"Contractor": United Industries and Construction Corporation

"Subcontractor": N/A

Subcontract Number: N/A

Housing Trust Fund Corporation ("HTFC" or "Owner"), acting through the Governor's Office of Storm Recovery ("GOSR"), has entered into a Demolition Agreement with Contractor for demolition of certain property or properties acquired by GOSR through the Acquisition and Buyout Programs outlined in the New York State Action Plan for the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CBCG-DR") funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), though which Owner is undertaking programs in support of recovery, blight removal, disposition and redevelopment for those properties impacted by Superstorm Sandy, Hurricane Irene or Tropical Storm Lee.

Pursuant to the terms of the Demolition Agreement, Contractor must comply, and cause its subcontractors and their lower-tiered subcontractors to comply, with certain federal and state requirements as set forth in these GOSR Supplementary Conditions for Contracts (these "Supplementary Conditions"). Subject to the applicable requirements of the Demolition Agreement, Contractor will use its own form contracts and other project agreements for each Project. However, as a condition to receiving CDBG-DR funds for the Project, Contractor is required to include these Supplementary Conditions in each subcontract (each, a "Project Contract") which it enters into for the applicable Project and to require all subcontractors to include these Supplementary Conditions in every subsequent lower-tiered subcontract so that such provisions are binding upon each subcontractor and lower-tiered subcontractor. Among other things, as set forth more specifically below, these Supplementary Conditions (a) include GOSR requirements which may not otherwise be included in the Project Contract; (b) define the order of precedence for the interpretation and enforcement of the various parts and provisions of the Project Contract (including these Supplementary Conditions); and (c) add certain other provisions which GOSR deems necessary or desirable for the orderly administration and enforcement of each Project Contract. For purposes of Subcontractor's compliance with these Supplementary Conditions, references to Contractor in the following Parts shall be deemed to refer to Subcontractor, and references to Owner shall be deemed to refer to Contractor.

Accordingly, Contractor and Subcontractor have signed below to evidence their agreement to (a) incorporate into each Project Contract these Supplementary Conditions (which shall be deemed "Contract Documents" under the applicable Project Contract), (b) include these Supplementary Conditions in all subcontracts under the applicable Project Contract, and (c)

require that all lower-tiered subcontractors reproduce these Supplementary Conditions in all subsequent lower-tiered subcontracts under each Project Contract.

DATE: 11-7-14

CONTRACTOR
United Industries and Construction Corporation

By: [redacted]
Name: Antonio Morales
Title: President
Date: 11-7-14

SUBCONTRACTOR

By: _____
Name:
Title:

TABLE OF CONTENTS

PART 1	ORDER OF PRECEDENCE OF DOCUMENTS
PART 2	DEMOLITION AGREEMENT – REQUIRED TERMS FOR PROJECT CONTRACTS ("REQUIRED TERMS")
PART 3	HUD GENERAL PROVISIONS
PART 4	PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN REQUIREMENTS AND PROCEDURES FOR CONTRACTS WITH HTFC ("HTFC M/WBE REQUIREMENTS")
PART 5	STANDARD CLAUSES FOR CONTRACTS WITH HOUSING TRUST FUND CORPORATION ("HTFC STANDARD CLAUSES")
PART 6	REQUIRED DIVERSITY FORMS AND CONSTRUCTION REQUIREMENTS (ATTACHMENT D)

PART 1

ORDER OF PRECEDENCE OF DOCUMENTS

PART 1

ORDER OF PRECEDENCE OF DOCUMENTS

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the applicable Project Contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

The Demolition Agreement and these Supplementary Conditions contain some provisions which overlap or deal with the same subject matter. In such cases the terms of these Supplementary Conditions shall be construed to add to, embellish, and/or supplement the terms of the Demolition Contract (and not to restrict or inhibit the same). Any question as to a perceived conflict or inconsistency between the terms of the Demolition Agreement and the terms of these Supplementary Conditions shall be submitted by Contractor to the GOSR Referee, who shall decide the applicable question.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority: (1) the HUD General Provisions; then (2) the HTFC M/WBE Requirements; then (3) the HTFC Standard Clauses; then (3) the Required Contract Terms; and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Subcontractor and Contractor shall be submitted in writing (indicating the issue and the applicable provisions) by Contractor to the GOSR Referee, who shall decide the applicable question.

PART 2

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DEMOLITION AGREEMENT

REQUIRED TERMS FOR PROJECT CONTRACTS

PART 2

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DEMOLITION AGREEMENT

REQUIRED TERMS FOR PROJECT CONTRACTS

A. Insurance & Bonding

Contractor shall carry, and shall cause its Subcontractors to carry, the insurance required to be carried by Contractor and its Subcontractors under the Demolition Agreement. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as set forth in the Demolition Agreement or as otherwise imposed by Owner from time to time.

B. Civil Rights

1. Compliance

Contractor agrees to comply with the New York State Human Rights Law and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. [Omitted Without Implication]

4. Section 504

Contractor agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Owner shall provide Contractor with certain guidelines for compliance with that portion of the regulations in force during the term of the Demolition Agreement, and Contractor shall provide Subcontractor with any guidelines relevant to the Project Contract.

C. Affirmative Action

1. Approved Plan

Contractor agrees that it shall be committed to carry out, pursuant to Owner's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. Owner shall provide certain Affirmative Action guidelines to Contractor to assist in the formulation of such program. Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. Contractor shall provide Subcontractor with any requirements of such Affirmative Action Program relevant to the Project Contract.

2. Minority- and Women-Owned Businesses (M/WBE)

a. Federal Requirements

Contractor shall comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 24 CFR 85.36 or 84.44, as applicable.

Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Project Contract. As used in these Required Contract Terms, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. HTFC Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and/or women-owned business enterprises ("M/WBEs") in the performance of certain HTFC-funded demolition agreements, and all HTFC-funded contracts and subcontracts. HTFC values affording M/WBEs the opportunity to participate in the performance of these demolition agreements, contracts and subcontracts to be awarded under this project. Accordingly, Contractor certifies that it has made and will continue to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of non-governmental contractors and their subcontractors at all tiers on this project, in an amount equal to ten percent (10%) minority-owned business enterprises ("MBE") and ten percent (10%) women-owned business enterprises ("WBE") of the total dollar value of this project. These participation goals are applicable to the Project Contract as set forth in Part 4 of these Supplementary Conditions and will be monitored by HTFC.

Contractor and its subcontractors at all tiers shall comply with theaforementioned M/WBE requirements as set forth in the Participation by Minority Group Members and

Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, attached hereto as Part 4 of these Supplementary Conditions. In accordance with those requirements, Contractor shall submit and shall require all covered subcontractors at all tiers to submit the required M/WBE documentation, including utilization plans and quarterly reports, to Owner.

Contractor shall provide quarterly reporting of M/WBE data in a form acceptable to Owner, which may require Contractor to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Owner with copies of subcontractor and lower-tiered subcontractor M/WBE documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Contractor and its subcontractors at all tiers shall maintain copies of all reports and supporting documents as set forth in these Required Terms.

3. Equal Employment Opportunity ("EEO") and Non-Discrimination

a. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

b. Non-Discrimination

Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor 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.

c. HTFC Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote opportunities for the employment of minority group members and women in the performance of HTFC-funded contracts.

Contractors and its subcontractors at all tiers shall comply with the equal employment opportunity ("EEO") requirements found in the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, attached hereto as Part 4 of these Supplementary Conditions. In accordance with those requirements, Contractor shall submit and shall require all covered subcontractors at all tiers to submit the required documentation, including an EEO policy statement, staffing plan, and quarterly reports to Owner. Contractor shall provide quarterly reporting of EEO data in a form acceptable to Owner, which may require Contractor to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Owner, with copies of subcontractor and lower-tiered subcontractor EEO documentation as

supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Contractor and its subcontractors at all tiers shall maintain copies of all reports and supporting documents as set forth in these Required Terms.

4. Retention

Contractor shall retain all records pertinent to these Required Terms for a period of five (5) years. The retention period begins on the date of the submission of HTFC's annual performance and evaluation report to HUD in which the activities assisted under the Demolition Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

5. Access to Records

Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Owner, HTFC, HUD or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

D. <u>Employment Restrictions</u>

1. Labor Standards

Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the Project Contract. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Owner and HTFC for review upon request. If Contractor is engaged under a contract in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under the Demolition Agreement, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with Federal requirements adopted by HTFC pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the Project Contract, shall be a condition of the Federal financial assistance provided under the Demolition Agreement and binding upon HTFC, Contractor, and any of Contractor's subcontractors and lower-tiered subcontractors. Failure to fulfill these requirements shall subject HTFC, Contractor, and any of Contractor's subcontractors and lower-tiered subcontractors, as well as their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subsequent contracts, and subcontracts executed under the Project Contract:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

Contractor agrees to send to each labor organization or representative of workers with

which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Contracts

Contractor will take appropriate action, pursuant to any such agreement, upon a finding that a subcontractor or lower-tiered subcontractor is in violation of regulations issued by HUD. Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Reporting

Irrespective of any applicable Federal reporting requirements, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Owner, of its Section 3 compliance efforts to Owner. Contractor may be required to consolidate all reports received from contractors, subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Owner. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Required Terms.

PART 3

HUD GENERAL PROVISIONS

PART 3

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").

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
(Applicable to construction contracts exceeding $100,000)

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).

PART 4

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN

REQUIREMENTS AND PROCEDURES FOR CONTRACTS WITH HOUSING TRUST FUND CORPORATION

PART 4

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 II 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 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% 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.

E. 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 II.

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.

PART 5

STANDARD CLAUSES FOR CONTRACTS WITH THE HOUSING TRUST FUND CORPORATION

PART 5

STANDARD CLAUSES FOR CONTRACTS WITH THE HOUSING TRUST FUND CORPORATION

Housing Trust Fund Corporation
38-40 State Street, Albany, New York 12207

New York State 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

April, 2013

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, licenser, 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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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 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, 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. In addition, the Contractor shall execute the Certificate of Interest attached hereto as Exhibit A and incorporated herein.

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.nyshcr.org/Agencies/HTFC/Publications/PromptPayment_sReport2012.pdf or http://www.nyshcr.org/AboutUs/Procurement/Contractinformation. htm .

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 I, the terms of this Appendix I 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.

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 (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 http://esd.ny.gov/MWBE/directorySearch.html

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.

PART 6

REQUIRED DIVERSITY FORMS AND CONSTRUCTION REQUIREMENTS

Please see Attachment D for all related forms.

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2535-0117 (exp. 1/31/2013)

Public Reporting Burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency	Check if: PHA ☐ IHA ☐	2. Location (City, State, ZIP Code)
3a. Name of Contact Person	3b. Phone Number (Including Area Code)	4. Reporting Period ☐ Oct. 1 - Sept. 30 (Annual-FY)
5. Program Code (Not applicable for CPD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code.	6. Date Submitted to Field Office	

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.	Amount of Contract or Subcontract 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 7i.	Contractor/Subcontractor Name and Address 7j. Name	Street	City	State	Zip Code

CPD:
1 = New Construction
2 = Education/Training
3 = Other

7c: Type of Trade Codes:
Housing/Public Housing:
1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg. Appraisal
0 = Other

7d: Racial/Ethnic Codes:
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans
6 = Hasidic Jews

5: Program Codes
(Complete for Housing and Public and Indian Housing programs only):
1 = All Insured, including Section 8
2 = Flexible Subsidy
3 = Section 8 Noninsured, Non-HFDA
4 = Insured (Management
5 = Asian/Pacific Americans
5 = Section 202
6 = HUD-Held (Management)
7 = Public/Indian Housing

Previous editions are obsolete.

form HUD-2516 (8/98)

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 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
Economic Opportunities for
Low- and Very Low-Income Persons

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

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

HUD Field Office:

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)
United Industries + Const Corp.
2 Rector ST.
New York, N.Y. 10006

2. Federal Identification: (contract/award no.) [redacted]

3. Dollar Amount of Award:
$37,295-

4. Contact Person: [redacted]

5. Phone: (include area code)

6. Reporting Period:
10/20/14

7. Date Report Submitted:
10/20/14

8. Program Code: * 10 (Use a separate sheet for each program code)

9. Program Name:
Batch #1 - 3270 PKwy Dr. Baldwin N.Y; 224 Hudson Ave, Freeport N.Y.

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

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregrate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals	0				
Technicians	0				
Office/Clerical	0				
Construction by Trade (List) Trade					
Trade	0				
Trade	0				
Trade	0				
Trade	0				
Other (List)					
Total					

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

form **HUD-60002** (6/2001)
ref 24 CFR 135

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	$ 37,295-
B. Total dollar amount of contracts awarded to Section 3 businesses	$ 37,295-
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	100 %
D. Total number of Section 3 businesses receiving contracts	1

2. Non-Construction Contracts:

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

Part III: Summary

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

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

____ Participated in a HUD program or other program, which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

____ Other; describe below

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

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

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** OMB Approval Number 2501-0019 (Exp. 03/30/2013)

Agency Name:	Agency Type: (e.g., CDBG, PHA, TEFAP)	State:	LR2000 Agency ID #: (HUD Use Only)
Period Covered: Check One and Enter Year(s)			
☐ **Period 1**: October 1, _____ to March 31, _____	☐ **Period 2**: April 1, _____ to September 30, _____		
Agency Contact Person:	Agency Contact Phone/E-mail:		

PART I - CONTRACTING ACTIVITY*

Pertains ONLY to projects awarded during the reporting period.

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

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

3. List for each contract awarded this period:

Project Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date
EXAMPLE: "Boy's Club Renovation # CO54005-65"	"$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.

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** OMB Approval Number 2501-0019 (Exp. 09/30/2013)

Agency Name:	Agency Type: (e.g., CDBC, PHA, TCHEHHA)	State:	LR2000 Agency ID #: (HUD Use Only)

Period Covered: Check One and Enter Year(s)

☐ **Period 1**: October 1, _____ to March 31, _____	☐ **Period 2**: April 1, _____ to September 30, _____
Agency Contact Person:	Agency Contact Phone/E-mail:

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

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 4710I OMB Approval Number: 2501-0019 (Exp. 09/30/2015)

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.

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name:	**Report includes:** ☐ Workforce to be utilized on this contract ☐ Contractor/Subcontractor's total work force
Offeror's Name: United Industries & Const. Corp **Offeror's Address:** 2 Rector St, Suite 1100	**Reporting Entity:** ☐ Contractor ☑ Subcontractor **Subcontractor's name** United Industries & Construction Corp.

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)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	**Disabled (M)**	**Disabled (F)**	**Veteran (M)**	**Veteran (F)**
Officials/Administrators	1	1	Ø					1								1	
Professionals	2	2	Ø	2													
Technicians	1	1		1												1	
Service Maintenance Workers																	
Office/Clerical	2		2		2												
Skilled Craft Workers	10	10	Ø	2		4		4									
Paraprofessionals																	
Protective Service Workers																	
Totals	16	14	2	5	2	4		5								2	

PREPARE [redacted]

TELEPHONE NO.: [redacted]

DATE: 9/3/14

EMAIL ADDRESS: [redacted]

NAME AND TITLE OF PREPARER (Print or Type):
Antonio Morales, President

SUBMIT COMPLETED WITH BID OR PROPOSAL

ATTACHMENT E

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:

Address:

City, State, Zip Code:

Region/Location of Work:

Federal Identification Number:

Solicitation Number:

Telephone Number:

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

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A. United Industrics 3 Construction Corp. 2 Rector St, Suite 1100, NY, NY 10006	NYS ESD CERTIFIED ☒ MBE ☐ WBE	[redacted]	Demolition Excavation Concrete Foundation	N/a
B. Telephone: [redacted] Fax: Email	NYS ESD CERTIFIED ☐ MBE ☐ WBE			

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

PREPARED and [redacted]

NAME AND TITLE [redacted]

Signature: _____
Authorized Signature

DATE: 9/4/2014

TELEPHONE NO [redacted]

EMAIL ADDRESS

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.

FOR AGENCY USE ONLY

REVIEWED BY:	DATE:

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:

Contract No:

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO
Date:_____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO
Date:_____

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

Offeror/Contractor Name: United Industries and Const Corp	**Federal Identification No.:** [redacted]
Address: 2 Rector St., Suite 1100	**Solicitation/Contract No.:**
City, State, Zip Code: New York, N.Y. 10006	**M/WBE Goals: MBE % WBE %**

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

1. ☑ **MBE Waiver – A waiver of the MBE Goal for this procurement is requested.** ☐ **Total** ☐ **Partial**

2. ☑ **WBE Waiver – A waiver of the WBE Goal for this procurement is requested.** ☐ **Total** ☐ **Partial**

3. ☐ **Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development:** _____

PREPARED BY (Signature) [redacted]	**Date:** 9/30/14
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	
Name and Title of Preparer (Printed or Typed): ANTONIO MORALES, President	**Telephone Number:** / **Email Address:**

Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:

New York State Governor's Office of Storm Recovery
25 Beaver Street, 5th Floor
New York, NY 10004

Email to: MWBE_EEOCreports@stormrecovery.ny.gov

********** FOR AGENCY USE ONLY **********

REVIEWED BY: / **DATE:**

Waiver Granted: ☐ **YES** **MBE:** ☐ **WBE:** ☐

☐ **Total Waiver** ☐ **Partial Waiver**
☐ **ESD Certification Waiver** ☐ ***Conditional**
☐ **Notice of Deficiency Issued** _____
***Comments:**

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

M/WBE AND EEO POLICY STATEMENT

I, United Industries & Construction Corp., the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location) 224 Hudson Ave, Freeport, NY and 3270 Parkway Dr. Baldwin, NY

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 this 21st day of November, 2014

By [redacted] United Industries & Const. Corp.

Print: Antonio Morales Title: President

Antonio Morales 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

20% Minority and Women's Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women's Business Enterprise Participation

EEO Contract Goals

___% Minority Labor Force Participation

___% Female Labor Force Participation

WORKFORCE EMPLOYMENT UTILIZATION

Contract No.:	**Reporting Entity:** □ Contractor □ Subcontractor	**Reporting Period:** □ January 1, 20____- March 31, 20____ □ April 1, 20____- June 30, 20____ □ July 1, 20____- September 30, 20____ □ October 1, 20____- December 31, 20____
Contractor's Name:		**Report includes:** □ Work force to be utilized on this contract □ Contractor/Subcontractor's total work force
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													
		Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	**Disabled (M)**	**Disabled (F)**	**Veteran (M)**	**Veteran (F)**
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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

OTHER CATEGORIES

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

Failure to submit this form will result in non-compliance

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:** ☐ 1st Quarter (4/1-6/30) ☐ 3rd Quarter (10/1-12/31) ☐ 2nd Quarter (7/1-9/30) ☐ 4th 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#:		☐Active ☐Inactive ☐Complete								
Name: Fed ID#:		☐Active ☐Inactive ☐Complete								
Name: Fed ID#:		☐Active ☐Inactive ☐Complete								
Name: Fed ID#:		☐Active ☐Inactive ☐Complete								
		Total:								

*See Next Page for Product Codes

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

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

PRODUCT CODE KEY:

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

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

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

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

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

_____Respond YES or (NO.)

If YES, provide explanation:

_____

_____

_____

_____

[redacted]
Respondent's Signature

9/30/14
Date of Respondent's Signature

United Industries + Const Corp
Antonio Morales, President
Print Name of Respondent

NEW YORK STATE Homes & Community Renewal

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**			

Name of Firm and Address (*List All Firms*)	**Type of Service Provided** *(Select only one)*	**NYS Certified** MBE	WBE	**Payment This period**	**Contract Amount**
Federal ID#	☐ • Construction ☐ • Supplier ☐ • Consultant Service ☐ • Service/Commodity ☐ • Section 3	☐	☐	**No Payment** ☐	
Federal ID#	☐ • Construction ☐ • Supplier ☐ • Consultant Service ☐ • Service/Commodity ☐ • Section 3	☐	☐	**No Payment** ☐	
Federal ID#	☐ • Construction ☐ • Supplier ☐ • Consultant Service ☐ • Service/Commodity ☐ • Section 3	☐	☐	**No Payment** ☐	
Federal ID#	☐ • Construction ☐ • Supplier ☐ • Consultant Service ☐ • Service/Commodity ☐ • Section 3	☐	☐	**No Payment** ☐	

Signature of Company Official | Print Name of Company Official | Date

ADM-123 (rev. 3/12)

Failure to submit this form will result in non-compliance

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 Indicate the name, address, city, state and zip code.

Federal ID #: If Federal ID # not assigned, provide Social Security # of the owner.

Description of Work: Check the box that best describes the work performed. (CHECK ONE BOX ONLY)

NYS Certified Indicate if MBE or WBE. (CHECK ONE BOX ONLY) Only firms certified by NYS will be counted towards goals

Payments This Period: Indicate amount paid to each subcontractors or suppliers this reporting period.

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

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

NEW YORK STATE
Homes & Community Renewal

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

Affirmation of Income Payments to MBE/WBE

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

CONTRACTOR

1. Name and Address of Contractor	2. SHARS/Project #
	3. Reporting Period
Federal ID #	Quarter | Year

M/WBE FIRM

1. Name and Address	2. Date contract started:
	3. New York State Certified (Check One) ☐ MBE ☐ WBE
Federal ID #	

4. Type of Service Provider (Check one box only)
☐ Construction ☐ Supplier ☐ Consultant Service ☐ Service/Commodity

5.Summary of Payments

a. Total MBE/WBE contract amount $ _____

b. MBE/WBE payment received for this reporting period $ _____

c. Total MBE/WBE payments received as of this reporting period $ _____

Signature of MBE/WBE	Print Name of MBE/WBE	Date
Signature of Contractor	**Print Name of Contractor**	**Date**

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

NEW YORK STATE
Homes & Community Renewal

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2014

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
IGI INSURANCE AGENCY INC
116 NOSTRAND AVENUE
BROOKLYN NY 11205

CONTACT NAME: [redacted]
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INSURANCE CO	
INSURER B : Progressive	
INSURER C : ACE European Group Limited	
INSURER D :	
INSURER E : First Rehab Life Insurance	
INSURER F : American International Group	

INSURED
United Industries &
Construction Corp
2 Rector St #1100
NY NY 10006

COVERAGES **CERTIFICATE NUMBER:** 5,077 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		[redacted]	3/28/2014	3/28/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded Per Occur.	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2000000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X			9/11/2014	9/11/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ 1,000,000 $ 1,000,000 $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X			8/01/2014	3/28/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E F	DBL Excess Umbrella				12/06/2013 9/29/2014	12/06/2014 3/28/2015	4,000,000	

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

Certficate Holder is named as Additonal Insured as per policy above.
Project Location - 3270 Parkway Drive, Baldwin NY; and 224 Hudson Ave, Freeport NY

subject to policy terms and exclusions,30 days notice of cancelation

CERTIFICATE HOLDER

Housing Trust Fund Corporation
25 Beaver Street
New York, NY 10004

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
[redacted] IGI

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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	Payee Type		
United Industries 3 Construction Corp.	☒ Owner ☐ Property Manager/Agent		
Payee Email Address [redacted]	Payee Phone Number (with area code) [redacted]	☒ Work ☐ Home	
Street Address: 2 Rector Street, Suite 1100	City: NY	State: NY	Zip Code: 10006

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. [redacted]
If you fail to initial here, direct deposit will not be approved.

PART 2: Financial Institution Information

[redacted]

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.

[redacted]