

**GUILFORD COUNTY CONTRACT NO. 70550-07/14-103, AMENDMENT NO. 2
PIEDMONT TRIAD REGIONAL COUNCIL and CITY OF GREENSBORO**

NORTH CAROLINA
GUILFORD COUNTY

**SECOND AMENDMENT TO HOME PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN GUILFORD COUNTY, NC and PIEDMONT TRIAD REGIONAL COUNCIL
and THE CITY OF GREENSBORO**

THIS SECOND AMENDMENT TO THE HOME PROGRAM SUBRECIPIENT AGREEMENT, made and entered into this 2nd day of June, 2016, by and between the **PIEDMONT TRIAD REGIONAL COUNCIL**, (hereinafter called “**the COUNCIL**”), **GUILFORD COUNTY, NORTH CAROLINA** (hereinafter called “**the COUNTY**”), and the **CITY OF GREENSBORO, NORTH CAROLINA** (hereinafter called “**the CITY**”).

W I T N E S S E T H :

WHEREAS, the CITY, as Lead Agency for the Greensboro HOME Consortium, is the recipient of HOME Investment Partnership Program funds; and,

WHEREAS, the COUNCIL has actively and successfully participated in housing and community development programs for the improvement of conditions in North Carolina; and,

WHEREAS, the COUNTY and the COUNCIL previously entered into a Subrecipient Agreement dated June 19, 2014, (hereinafter “Original Agreement”); and,

WHEREAS, the COUNTY, the COUNCIL, and the CITY amended the Agreement on September 17, 2015, to make the CITY OF GREENSBORO a Party to the Agreement; and

WHEREAS, the CITY will reimburse the COUNCIL, on behalf of the COUNTY, for the rehabilitation of a minimum of 7 single family structures in Guilford County (outside the entitlement cities of Greensboro and High Point) with a total maximum funding amount of \$380,000.00; and,

WHEREAS, the COUNTY, by way of the CITY, will increase the dollar amount of the previous Subrecipient Agreement by an additional \$453,472 for the rehabilitation of a minimum of 8 additional single family structures in Guilford County (outside the entitlement Cities of Greensboro and High Point), bringing the total maximum funding amount under this HOME Program Agreement to \$833,472; and,

WHEREAS, the duration of this Agreement is in effect through December 31, 2017, unless otherwise amended or terminated by Agreement in writing of all Parties hereto or by termination of the HOME Program by the department of Housing and Urban Development (HUD), or unless the maximum funding amount of \$833,472.00 is exhausted; and,

WHEREAS, all Parties agree to the Federal Construction Requirements included in **Attachment A**, entitled “**Part II – Terms and Conditions**,” and,

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STATE OF NORTH CAROLINA

COUNTY OF _____

ATTEST: **PIEDMONT TRIAD REGIONAL COUNCIL**

J. Michael Blair Housing Director	Date	By: _____	Matthew L. Dolge Executive Director	Date
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STATE OF NORTH CAROLINA

COUNTY OF _____
REGARDING THE GREENSBORO HOME CONSORTIUM

I, _____, Notary Public for said Consortium and State do hereby certify that Matthew L. Dolge personally appeared before me this day and acknowledged that he is the Executive Director of the Piedmont Triad Regional Council, and that by authority duly given, acknowledged due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2016.

My commission expires _____.

Notary Public
(Notary seal)

(The remainder of this page is intentionally left blank. The CITY OF GREENSBORO signatures follow on a separate page to this amended Agreement.)

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**ATTACHMENT A
PART II –TERMS AND CONDITIONS**

ATTACHMENT A

PART II –TERMS AND CONDITIONS

Federal Construction Contract Requirements

1. The attached “Federal Requirements” must be a part of all construction contracts. The City shall review all construction contract requirements.
 - A. The Borrower will submit all construction contract documents to the City for review to insure compliance with all applicable Federal requirements. The Borrower shall not enter into any construction contract covered under the terms of this agreement without receiving approval of all contract documents from the City.
 - B. The City shall conduct and prepare the minutes for all preconstruction conferences.
 - C. The Borrower shall insure that the City receives for approval the following information from each primary construction contractor. The City shall maintain the documents as permanent records.
 - 1) A letter stating the date that construction starts on each contract.
 - 2) A section 3 Plan.
 - 3) A letter appointing a payroll supervisor if other than an officer of the company.
 - 4) Contractor’s I.R.S. Number.
 - 5) Weekly payrolls containing the name, address, Social Security Number, and payroll data for each employee working under the primary construction contract along with a weekly statement of compliance on forms provided by the City.
 - 6) Any other information and documents required by applicable federal statutes.
 - 7) A schedule containing prices for each work item.
 - D. The Borrower shall insure that each primary construction contractor notifies the City of the days his employees will be on the job site so that the required job interviews can be conducted.
2. Request for payments

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- A. Each request for payment covered under this Agreement shall be accompanied by a description of the completed work covered by the request for payment on forms provided by the City.
 - B. After reviewing and determining the completeness of the request for payment and all submittals required by the terms of this Agreement and all applicable federal regulations, the City shall: 1) Prior to the request for payments exceeding the amount of the City's loan, issue a check to the contractor for the amount of the requested payment; 2) After the request for payments has exceeded the amount of the City's loan, provide Borrower's construction lender with a letter stating that all Federal documents are in order and the payment to the contractor may be made. Ten (10) percent of the gross amount requested and approved for payment will be retained until the job is satisfactorily completed.
3. All Federal requirements are applicable until the terms of this agreement are completed. Any payments made by Borrower without written authorization from the City shall constitute a violation of this agreement and Borrower shall be responsible for all penalties, fines or other monetary losses suffered by the City due to such violations.

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FEDERAL REQUIREMENTS *

* This contract is funded in whole or in part by the U.S. Department of Housing and Urban Development and is subject to the requirements herein.

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GENERAL INFORMATION

1. A preconstruction conference shall be held with the prime contractor and all available subcontractors prior to the start of construction.
2. A Section 3 Affirmative Action Plan must be submitted to the City. Payments under the contract will not be made until an acceptable plan has been received.
3. A written "start of construction" notice shall be sent to the City, providing the date initial site clearance and preparation began, within a week of construction start.
4. The Contractor shall provide written notification to the City of Greensboro within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and identify the City of Greensboro as the location.

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INCORPORATION OF DOCUMENTS

The following Federal statutes, regulations, circulars, and documents are hereby incorporated by reference as if herein fully set forth:

1. Davis-Bacon Act (40 U.S.C. 3141-3148). The Davis-Bacon Act provides that contracts in excess of \$2,000 to which the United States is party for the construction, alteration, and/or repair, including painting and decorating, of public buildings or public works, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). CWHSSA provides that work excess of forty (40) hours per week shall be compensated for at rates not less than one and one-half times the basic rate of pay. The Act mandates that all contracts requiring the employment of laborers and mechanics (and watchmen and guards) in the performance of work in connection with such projects contain implementing provisions which will render the contractor and any subcontractor responsible for violation liable to the affected employees for their unpaid wages and to the United States for liquidated damages. The Act establishes an appeals procedure and makes intentional violations of the Act a Federal criminal misdemeanor.
3. Copeland Act (Anti-Kickback Act) (19 U.S.C. 874). The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. The Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in a format that meets the requirements of 29 CFR Section 5.5.
4. The Fair Labor Standards Act (FLSA) (29 U.S.C. 201-219) is applicable to HUD-assisted construction and provides for minimum wages for construction workers, overtime pay (forty-hour work week), record keeping and child labor standards.
5. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the city in which the project is located; contracts for work in connection with such projects shall be awarded to business concerns which are located in, or which are owned in substantial part by persons residing in the same area as the project.
6. Executive Order 11246, as amended, and the regulations issued pursuant thereto (41 CFR Chapter 60), provides that no person shall be discriminated against on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity in all phases of employment during the performance of federally assisted construction contracts.
7. Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (P.L. 93-508) (38 U.S.C. 4212) prohibits discrimination and provides that affirmative steps be taken to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

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8. Section 503 and 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112) (29 U.S.C. 793 and 29 U.S.C. 794) prohibits discrimination and provides that affirmative steps be taken to employ and advance in employment qualified handicapped individuals.
9. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) provides that no persons in the United States shall, on the basis of age, be subjected to discrimination under any program or activity receiving Federal financial assistance.
10. Executive Orders 11625, 12432, and 12138, provide that affirmative steps be taken to utilize small, minority, and women's business enterprises when possible as a source of supplies, equipment, construction, and services.
11. The provisions concerning Conflict of Interest, Audit, the Clean Air and Water Acts, and the Flood Disaster Protection Act contained in General Terms and Conditions herein.

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LABOR STANDARDS
(Insert HUD document)

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Contract Can Not Be Executed Until Wage Rates are Received From HUD Atlanta

Wage Rate Decision will be obtained by HCD staff and inserted here.

(Insert sample wage decision document)

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TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

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AFFIRMATIVE ACTION UNDER SECTION 3 – PROVISION OF TRAINING, EMPLOYMENT,
AND BUSINESS OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted projects, and that contracts for work in connection with such projects be awarded to business concerns located in, or owned in substantial part (51% or more) by project area residents.

This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. The Section 3 clause, set forth in 24 CFR 135.38 provides as follows:

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 CFR 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 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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F. Noncompliance with HUD's regulations in 24 CFR 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).

The Contractor agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in all subcontracts entered into for work covered by this agreement.

In complying with these requirements, the following definitions apply:

1. A "lower income resident of the area" refers to any individual residing within the area of a Section 3 covered project whose family income does not exceed eighty (80) percent of the median family income of the Standard Metropolitan Statistical Area, as determined by HUD, with adjustments for smaller and larger families. The latest "lower income" figures by family size are available from the City of Greensboro Department of Planning and Community Development or the HUD website at www.hud.gov.
2. The "area of a Section 3 covered project" refers to the area within the corporate limits of the City of Greensboro.
3. "Business concerns" refers to firms located within a Section 3 covered project area, which are fifty-one (51) percent or more owned by persons residing in the covered project area, which are owned by persons socially or economically disadvantaged, and which qualify as small businesses.

In addition to incorporating the Section 3 clause in all contracts and subcontracts, each recipient, contractor, or subcontractor shall develop a Section 3 Affirmative Action Plan (AAP). The enclosed sample AAP may be used to meet the requirements of 24 CFR Parts 135, but the contents shall include the following:

Utilization of Lower Income Area Residents as Employees

Each recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (a) Identifying the number of positions in the various occupational categories including skilled, semiskilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
- (b) Identifying, of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;

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- (c) Identifying, of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are not currently occupied by regular, permanent employees;
- (d) Establishing, of the positions identified in paragraph (c) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (e) Making a good faith effort to fill all of the positions identified in paragraph (d) of this section with lower income project area residents.

Utilization of Business Located in or Owned in Substantial Part by Persons Residing in the Area

Each recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project shall fulfill his obligation to utilize business concerns located within or owned in substantial part by persons residing in the Section 3 covered project area by developing and implementing an affirmative action plan.

In developing an affirmative action plan, each recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall:

- (a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project in question;
- (b) Analyze the information set forth in paragraph (a) of this section and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) of this section, and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project;
- (c) Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions – (1) Insertion in bid documents, if any, of the affirmative action plan of the recipient, contractor, or subcontractor letting the contract; and (2) Identification within the bid document, if any, of the applicable Section 3 project area;
- (d) Indicate the anticipated process and steps which have been taken and/or will be taken to secure the cooperation of contractors, subcontractors, and unions in meeting the goals and carrying out the affirmative action plan developed pursuant to this subpart;
- (e) Take steps to insure that the appropriate business concerns included in the Department's registry for the Section 3 covered project area are notified of pending contractual opportunities either personally or through locally utilized media. All recipients, contractors, and subcontractors which so notify concerns included in the Department's registry of available contractors and of opportunities to submit bids shall satisfy all requirements of this Part for notification of business concerns owned in substantial part by persons residing in the Section 3 covered project area;

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- (f) Take steps to insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area;
- (g) Where competitive bids are solicited, require the bidders to submit their utilization goals and their affirmative action plans for accomplishing their goals, and in evaluating each bid to determine its responsiveness, carefully evaluate the bidder's submission to determine whether the affirmative action plan proposed will accomplish the stated goals;
- (h) Where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan;
- (i) In implementing its affirmative action plan, each recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project. Each recipient, contractor, or subcontractor seeking to establish that a good faith effort has been made to implement its affirmative action plan, as required by this paragraph, shall as a minimum, set forth evidence acceptable to the Secretary that it has implemented the steps required by paragraphs (c), (d), (e), (f), (g), and (h) of this section and has ascertained from the City of Greensboro the boundaries of the Section 3 covered project area, and attempted to recruit from the appropriate areas the necessary eligible business concerns through: Local advertising media, signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area.

(Insert sample section 3 affirmative action plan)

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EQUAL EMPLOYMENT OPPORTUNITY

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AFFIRMATIVE ACTION TO USE SMALL, MINORITY, AND WOMENS BUSINESS FIRMS

This Agreement is subject to the requirements of Executive Orders 11625, 12432, and 12138. These Executive Orders are applicable to contractors and subcontractors and provide:

It is national policy to award a fair share of contracts to small, minority, and women's business firms. Accordingly, affirmative steps must be taken to assure that small, minority, and women's businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (1) Including qualified small, minority, and women's businesses on solicitation lists.
- (2) Assuring that small, minority, and women's businesses are solicited whenever they are potential sources.
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, and women's business participation.
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, and women's business.
- (5) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration as required.

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EQUAL EMPLOYMENT OPPORTUNITY

This Agreement is subject to the requirements of Executive Order 11246, as amended by Executive Orders 11375, 12086 and 13672, and implementing regulations issued at 41 CFR Chapter 60.

- I. Contracts and subcontracts of \$10,000 or less are exempted from Executive Order 11246, as amended, but shall be subject to the following:

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, national origin, sexual orientation or gender identity. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, sexual orientation or gender identity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall, 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, national origin, sexual orientation or gender identity.
- C. The Contractor shall incorporate or cause the foregoing provisions to be incorporated in all subcontracts for any project work covered by this contract so that such provisions will be binding upon each subcontractor.

- II. Contracts and subcontracts exceeding \$10,000 are subject to Executive Order 11246, as amended, including, but not limited to, the following:

A. Equal Opportunity Clause

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation or gender identity. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation or gender identity. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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- (2) 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, national origin, sexual orientation or gender identity.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions 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.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (8) The Equal Opportunity Clause may be incorporated by reference in all contracts and subcontracts, but shall be considered to be a part of every contract and subcontract whether or not it is physically incorporated or whether or not there is a written contract.

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B. Minority and Female Participation

1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Female Utilization:

<u>Timetable</u>	<u>Goals (Percent)</u>
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April 1, 1980 and after	6.9
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Minority Utilization;

<u>Timetable</u>	<u>Goals (Percent)</u>
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January 1, 1982 and after	16.4 and above
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The goals and timetables shall be included in all Federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the Contractor's construction work performed in the covered area, whether or not part of that work force is performing work on a Federally assisted construction contract or subcontract.

- c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
 - d. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the City of Greensboro.
2. Standard Federal Equal Employment Opportunity Construction Contract Specifications
- (1) As used in these specifications:

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- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic Origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisor personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area, which expressly include minorities and women, including upgrading programs, and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its

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- EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for firing, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf on the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be

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maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Disabled Veterans and Vietnam Era Veterans

This Agreement is subject to the requirements of Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (P.L. 93-508), (38 U.S.C. 4212), and the implementing regulations at 41 CFR Chapter 60.

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era 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 disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 4212. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which

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time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- (f) This clause does not apply to the listing of employment openings that occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraph (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- (h) As used in this clause:
 - (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three (3) days duration, and part-time employment. It does not include openings that the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution that are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.
 - (4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor

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proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) 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.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union 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 the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (n) The affirmative action clause and the implementing regulations may be incorporated by reference in all contracts and subcontracts, but shall be considered to be a part of every contract and subcontract whether or not it is physically incorporated, or whether or not there is a written contract.

D. Handicapped Workers

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against handicapped workers in employment and employment practices.

This Agreement is subject to the requirements of Section 503 of the Rehabilitation Act of 1976, and the implementing regulations at 41 CFR Chapter 60.

Contractors and subcontractors shall take affirmative actions to employ and advance in employment qualified handicapped individuals. "Handicapped individual" means any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment, or (3) is regarded as having such an impairment. For

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purposes of this Part, a handicapped individual is “substantially limited” if he or she is likely to experience difficulty in securing, retaining or advancing in employment because of a handicap.

“Qualified handicapped individual” means a handicapped individual who is capable of performing a particular job, with reasonable accommodation to his or her handicap.

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap 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 handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the contractor’s non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union 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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or order of the Secretary issued pursuant to section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (g) The affirmative action clause and the implementing regulations may be incorporated by reference in all contracts and subcontracts, but shall be considered to be a part of every contract and subcontract whether or not it is physically incorporated in such contracts or whether or not there is a written contract.

E. Aged Workers

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This Agreement is subject to the requirements of the Age Discrimination Act of 1975, as amended. No person shall, on the basis of age, be subjected to discrimination in employment and employment practices.

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. Conflicts of Interest of Employees, Agents, Consultants; Officers, or Elected or Appointed Officials of the City of Greensboro or Any Designated Public Agency, or Subrecipients

In addition to conflict of interest requirements in OMB Circular A-110 and 24 CFR 85.36, no person

- (1) Who is an employee, agent, consultant, officer, or elected or appointed official of the City of Greensboro or any designated public agency, or subrecipients and;
- (2) Who exercises or has exercised any function or responsibilities with respect to assisted activities; or
- (3) Who is in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter, An exception may be granted to this exclusion as provided in 24 CFR 570.611(d) and (e).

2. Audit

The City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions for three years from the final payment under this Agreement.

3. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 51, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000, agree to the following requirements:

- (1) 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 List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to the Clean Air Act, as amended.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 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.
- (3) 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 EPA List of Violating Facilities.

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- (4) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) 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.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

4. Flood Disaster Protection

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4130). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary of the Department of Housing and Urban Development as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

(The remainder of this page is intentionally left blank.
This Agreement continues with **Attachment B** on the following page.)

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**ATTACHMENT B
ADDITIONAL TERMS AND CONDITIONS**

INDEMNIFICATION.

GUILFORD COUNTY AND PIEDMONT TRIAD REGIONAL COUNCIL do hereby agree to indemnify and save harmless the CITY OF GREENSBORO, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of either GUILFORD COUNTY or PIEDMONT TRIAD REGIONAL COUNCIL, their agents or employees, or as a result of work performed pursuant to this Agreement.

The CITY OF GREENSBORO does hereby agree to indemnify and save harmless GUILFORD COUNTY and the PIEDMONT TRIAD REGIONAL COUNCIL, their officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of the CITY OF GREENSBORO, its agents or employees, or as a result of work performed pursuant to this Agreement.

IRAN DIVESTMENT ACT CERTIFICATION.

As of the date of this Agreement, GUILFORD COUNTY, the PIEDMONT TRIAD REGIONAL COUNCIL and the CITY OF GREENSBORO all certify that they are not an entity listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86-58 and that GUILFORD COUNTY AND PIEDMONT TRIAD REGIONAL COUNCIL will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of GUILFORD COUNTY AND PIEDMONT TRIAD REGIONAL COUNCIL certify that they are authorized by GUILFORD COUNTY AND PIEDMONT TRIAD REGIONAL COUNCIL to make this certification.

NON-DISCRIMINATION REQUIREMENTS.

Neither GUILFORD COUNTY, nor the PIEDMONT TRIAD REGIONAL COUNCIL, nor the CITY OF GREENSBORO will discriminate against any member of the public in the use of CITY facilities or in the delivery of CITY programs, services or activities on the basis of race, religion, color, national origin, age, biological sex, or handicap.

E-VERIFY.

GUILFORD COUNTY, PIEDMONT TRIAD REGIONAL COUNCIL and the CITY OF GREENSBORO hereby certify that they currently comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, they will continue to comply with these requirements. GUILFORD COUNTY, PIEDMONT TRIAD REGIONAL COUNCIL and the CITY OF GREENSBORO also certify that they will require that all of their subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

ATTACHMENT C

Guilford County HOME Rehabilitation Assistance Policy

The CITY OF GREENSBORO has agreed to oversee and administer for GUILFORD COUNTY, \$833,472 in HOME Rehabilitation Funds for home rehabilitation in unincorporated Guilford County. This program provides funds to assist with the rehabilitation of moderately deteriorated homes which are owned and occupied by lower-income elderly (defined as 55 or older) or disabled households, or lower-income households with a veteran present or a lower-income household with lead present and a child under the age of six (6). The CITY OF GREENSBORO will provide oversight and administrative services and the Piedmont Triad Regional Council (PTRC) will provide administrative, rehabilitation, and contracting services for this program.

This Assistance Policy describes eligibility for assistance, the application process, the terms of assistance, and the rehabilitation process. The CITY has designed the GUILFORD COUNTY HOME Rehabilitation project to be fair, open, and consistent with the approved Greensboro Rehabilitation Program Guidelines. The Greensboro Loan Committee has the authority to waive any of the eligibility requirements listed below.

Eligibility

There are several major requirements to be eligible for GUILFORD COUNTY HOME Rehabilitation assistance:

- 1) The housing unit to be rehabilitated must be located in GUILFORD COUNTY, and must be owner occupied (fee simple, a 99 year leasehold interest, or life estate). Rental units are not eligible for the County Home Rehabilitation Program;
- 2) Gross annual household income must not exceed 80% of the area median income for Guilford County (see income limit table on the following page) and;
- 3) The maximum cost of County HOME Rehabilitation cannot exceed \$40,000 unless lead-hazard reduction is required. When lead-hazard reduction is necessary, the cost of rehabilitation may not exceed \$50,000.

Unfortunately, not all homes can be brought up to the Program-required Rehabilitation Standards with the limited funding available. Some otherwise-eligible households may be deemed ineligible for assistance because their homes fail this test.

Additionally, properties are eligible only if they meet all of the following requirements:

- The property must require at least \$5,000 of improvements in order to meet Guilford County HOME Rehabilitation Standards.
- The property must be free of environmental hazards and other nuisances as defined by the Housing Quality Standards or any such hazards or nuisances must be corrected as part of the rehabilitation of the unit. The PTRC Rehabilitation Coordinator will determine whether there are environmental hazards/nuisances present on the site and if they can be removed with Program assistance.

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- Properties cannot be located in the right-of-way of any impending or planned public improvements. The PTRC Rehabilitation Coordinator will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. The PTRC Rehabilitation Coordinator will work with the homeowner to make this determination, if needed.
- Manufactured housing may be eligible for assistance only if (1) it is less than 20 years old, (2) all wheels, axles, and trailer tongues are removed, and (3) the home is being treated as real property by the GUILFORD COUNTY Tax Assessor’s Office. If the owner is unsure about real property status, they can call the COUNTY Tax Assessors Office at (336) 641-3322.
- The property may be located in a flood hazard area as long as flood insurance is secured before construction contracts are executed. *PTRC will verify whether the home is in the flood plain.*
- The property cannot have been repaired or rehabilitated with public funding of \$5,000 or more within the past 10 years.

**2015 Income Limits for Guilford County
HOME Rehabilitation Program**

Number in Household	30% of Median (Extremely Low Income)	50% of Median (“Very Low Income”)	80% of Median (“Low Income”)
1	\$11,350	\$18,900	\$30,250
2	\$13,000	\$21,600	\$34,600
3	\$14,600	\$24,300	\$38,900
4	\$16,200	\$27,000	\$43,200
5	\$17,500	\$29,200	\$46,700
6	\$18,800	\$31,350	\$50,150
7	\$20,100	\$33,500	\$53,600
8	\$21,400	\$35,650	\$57,050

Rating and Ranking of Applications

There are more COUNTY HOME-eligible households (with eligible houses) than can be assisted with the available funds. Therefore, the PTRC will accept applications on a first-come, first-served basis. Applications can be submitted to Ashley Pendley at 336-904-0300.

Form and terms of assistance under Guilford County HOME Rehabilitation

For homes requiring no lead-hazard reduction, the CITY will provide GUILFORD COUNTY HOME Rehabilitation assistance to eligible owner-occupants in the form of a loan covering the hard costs associated with the rehabilitation. In those cases where lead-based paint hazards are identified and lead-hazard reduction costs are incurred, homeowners will receive a combination of a grant of up to \$10,000 to be applied to lead hazard reduction costs, and a loan covering the balance of rehabilitation-related hard costs.

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GUILFORD COUNTY HOME Rehabilitation loans are interest-free and the loan amount is forgiven at \$3,000 per year. This means that the loan balance will automatically be reduced by \$3,000 each year until loan balance will be zero. COUNTY HOME loans are secured by a Deed of Trust, which creates a lien on the home being rehabilitated, and requires repayment of the remaining loan balance for any of the following reasons: 1) if the property is sold or the title is transferred; 2) the property is not occupied by the owner as their principal residence; or, 3) the property is used as rental property during the term of the loan.

As long as the borrower lives in the home, no payments on the loan will be required. If the borrower prefers, the loan can be paid off at any time, either in installments or as a lump sum payment. Furthermore, no payment will be required as long as the house continues to be both owned and occupied by a household whose income is less than 80% of the area median income. That means any heir who may inherit the property from the original borrower, or any buyer who may wish to buy the property to live in, may, upon Agency approval, “assume” the loan, and make no payments, so long as they can document that they are income-eligible.

Work That Will Be Done

Each house selected for assistance must be rehabilitated to meet all CITY OF GREENSBORO Housing Rehabilitation Standards. That means every house must, upon completion of the rehabilitation:

- Meet the US Department of Housing and Urban Development (“HUD”) Section 8 Housing Quality Standards including applicable Lead-Based Paint regulations 24 CFR part 35, and GUILFORD COUNTY’s Minimum Housing Code. These are so-called “habitability standards” which set minimum standards for decent, safe and sanitary living conditions.
- Meet or exceed Home Performance with Energy Star Standards. These are standards designed to save energy and save money on monthly utility bills. They also result in healthier and more comfortable homes.
- Retain no “imminent threats” to the occupants of the home or to the home’s “structural integrity”. An example of an imminent threat to occupants as well as to the home’s structural integrity is a crawlspace that is too damp. In time, the dampness may provide an invitation for the growth of mold and mildew as well as promote damage to the framing from termites and fungi.

The scope of work may include certain items meant to enhance or protect neighborhood and unit property values, and/or home modifications designed to enable frail or disabled household members to function more independently. It is anticipated that each home rehabilitated with COUNTY HOME funds will, with reasonable maintenance, be capable of lasting another 30 or 40 years.

Contractors performing work funded under the GUILFORD COUNTY HOME Rehabilitation Program are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to NC State Residential Building Code standards. However, this does not mean however that the whole house must be brought up to Building Code Standards.

Lead-Based Paint

Under the COUNTY HOME Rehabilitation Program, a lead hazard evaluation will be performed on every home selected for rehabilitation that was built before 1978. The specific type of

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evaluation and the appropriate lead hazard reduction work performed will depend on the total amount of Federal funds used to rehabilitate the home, as per 24 CFR part 35.

It may be necessary for the household to relocate during the construction process for protection against further lead hazards. If relocation is required, reasonable and documented relocation expenses will be covered by COUNTY HOME assistance. See page 5 for the temporary relocation policy.

Who Will Perform the Work?

The CITY is obligated to ensure that quality work is done at reasonable prices and that all work is contracted by the PTRC through a fair, open and competitive process. To meet these requirements, the PTRC will invite bids only from contractors who are on the Active Contractor List.

To be on the Active Contractor List, contractors must (1) fill out an application form, listing several references and recent jobs completed, and (2) not be found on the federal or state debarment lists. Once a contractor has been conditionally approved and successfully completed one job, status is upgraded to “regular approval”, meaning that the contractor will be allowed to bid on a regular rotation as long as they remain in good standing. Homeowners who know of quality rehabilitation contractors that are not on the Active Contractor List are welcome to invite them to apply.

From three to five approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. “Responsive and responsible” means (1) the contractor is deemed able to complete the work in a timely fashion, and (2) the bid is within 15% (in either direction) of the PTRC’s cost estimate. If required, lead-based paint hazard reduction and/or abatement will be performed by contractors who are trained and certified to perform such work.

The Process, from Application to Completion:

- 1. Completing an application form:** Applications will be processed by the PTRC on a first-come, first-served basis. Proof of ownership and income are required. Those who applied for housing assistance from the CITY in the past will not automatically be reconsidered. A new application must be submitted. Homeowners having received assistance within the past 10 years do not qualify.
- 2. Screening of applicants:** Applications will be rated and ranked by the PTRC based on the priority system outlined on page 2 and the feasibility of rehabilitating the house. Household income will be verified for program purposes only (information will be kept confidential) and ownership of property will be verified by CITY staff through a title search.
- 3. Applicant review:** Approved applicants will be provided detailed information on assistance, lead hazards, program rehabilitation standards and the contracting procedures. Applicants will be encouraged to consult with family members and legal professionals in order to determine the best course of action for their household.
- 4. Work write-up:** The PTRC Rehabilitation Coordinator will visit the home for a thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The owner should report any known problems such as electrical

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short circuits, blinking lights, roof leaks, etc. The PTRC Rehabilitation Coordinator will prepare complete and detailed work specifications to be reviewed by the CITY Rehabilitation Coordinator. A final cost estimate will also be prepared by the PTRC Rehabilitation Coordinator and held in confidence until bidding is completed.

- 5. Bidding:** The work specifications and bid documents will be mailed to three to five contractors from the Active Contractor List who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to all parts of the house in order to prepare a bid. Bid openings will be conducted by the PTRC.
- 6. Contractor selection:** After a review of bid breakdowns and construction schedules, the winning bidder will be selected. All bidders and the homeowner will be notified of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of PTRC's cost estimate, and 4) the specific reasons for the selection, if other than the lowest bidder is selected.
- 7. Loan committee and CITY council:** All loans must be approved by the CITY's Loan Committee and CITY Council.
- 8. Loan closing and contract execution:** Loan documents will be executed by the homeowner, and contract documents will be executed by the homeowner, contractor, and the PTRC as the interested third party. Execution of these documents will bind all parties and make the project official. Once the deed of trust and promissory note have been recorded at the GUILFORD COUNTY Courthouse a "proceed order" will be released, formally instructing the contractor to commence construction.
- 9. Pre-construction conference:** A pre-construction conference will be held at the selected applicant's home. At this time, the homeowner, contractor and PTRC program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old cabinets, etc.).
- 10. Construction:** The contractor will be responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. PTRC and CITY program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work specifications (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with NC State Building Code. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
- 11. Change Orders:** All changes to the work specifications must be approved by the owner, the contractor, the PTRC Rehabilitation Coordinator, the PTRC and CITY Housing Rehabilitation Administrator and the PTRC Department Head and reduced in writing to a contract amendment ("change order"). If the changes require an adjustment in the contract amount, the amount must be specified in the change order. Also, a modification agreement stating the change in the loan amount must be completed by PTRC staff, executed by the homeowner and recorded.

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- 12. Progress payments:** The contractor is entitled to request a partial payment during construction of no less than \$8,000 of contracted amount. When a payment is requested, the PTRC Rehabilitation Coordinator will inspect the work within three days, list all items deemed 100% complete, and calculate a payment based on 80% of the total contracted amount of those completed items. Payment will be made within seven business days of the final inspection.
- 13. Closeout:** When the contractor declares the work complete, PTRC and CITY program staff will thoroughly inspect work. If deficiencies are observed, the contractor will be required to correct them. When the PTRC and CITY Rehabilitation Coordinators and the homeowner are satisfied that the contract has been fulfilled, each will sign off and, after receipt of the contractor's final invoice and lien releases, the final payment will be ordered. All material and workmanship will be guaranteed by the contractor for a period of one-year from the date of completion of the work.
- 14. Post-construction conference:** Following construction the contractor and the PTRC Rehabilitation Coordinator will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and PTRC Rehabilitation Coordinator will go over operating and maintenance requirements for the new equipment and appliances and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about work.
- 15. The warranty period:** It is extremely important that any problems with the work that was performed be reported by the homeowner, to the PTRC Rehabilitation Coordinator, as soon as possible. All confirmed defect in materials and workmanship reported within one year of completion of construction will be corrected free of charge.
- 16. Temporary Relocation:** Participants in the COUNTY HOME Rehabilitation program will be offered temporary relocation benefits in cases where extensive lead-based paint remediation work requires the occupants to be temporarily away from the dwelling. If the PTRC Rehabilitation Coordinator determines that temporary relocation is necessary, two options will be offered at the occupants discretion:

 - The occupants will be encouraged to stay with a family or friend during the lead remediation work. No stipend will be provided.
 - In cases where the household has no other feasible relocation options, the program will provide temporary relocation at a hotel within a reasonable distance of the rehabilitated residence.

Other cases in which relocations may be made are based on health and/or age of the occupants. If rehabilitation work requires shutting off heat or plumbing at the end of a work day, the PTRC Rehab Coordinator may authorize the temporary relocation until such time as necessary facilities are available. All temporary housing arrangements are subject to approval in advance or any move. Accommodations will be made based on a relocation request completed by the PTRC Rehab Coordinator, signed by the Contractor and Homeowner and must then be approved by the PTRC Rehabilitation Administrator.