

**COUNTY OF GUILFORD**

**THIRD AMENDMENT TO  
HOME PROGRAM SUBRECIPIENT  
AGREEMENT #2015-10381  
BETWEEN THE CITY OF GREENSBORO,  
GUILFORD COUNTY, NC AND  
PIEDMONT TRIAD REGIONAL COUNCIL**

**STATE OF NORTH CAROLINA**

This **Third Amendment to the HOME Program Subrecipient Agreement #2015-10381** (the "**Third Amendment**"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Greensboro**, a municipal corporation of the State of North Carolina (hereafter referred to as the City), the **Piedmont Triad Regional Council**, a voluntary association of local governments existing under the laws of the State of North Carolina (hereinafter called "the Council"), and **Guilford County**, a body politic and corporate of the State of North Carolina, (hereinafter called "the County").

**WITNESSETH:**

**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 Council entered into a Subrecipient Agreement dated June 19, 2014, (hereinafter the "Agreement" as amended) for administration of a County Rehab Program funded, in part, by HOME program funds to rehabilitate single family homes; and

**WHEREAS**, the City, County, and Council amended the Agreement on September 17, 2015 (the "First Amendment"), to make the City of Greensboro a party to the Agreement for purposes of facilitating Council's administration of the County Rehab Program; and

**WHEREAS**, pursuant to the First Amendment, the City would reimburse the Council, on behalf of the County, for the rehabilitation of a minimum of seven (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 City, County, and Council amended the Agreement on June 21, 2016 (the "Second Amendment"), to increase the dollar amount as provided by the Agreement for an additional \$453,472 with a total maximum funding amount of \$833,472 for the rehabilitation of a minimum of eight (8) single family structures in Guilford County (outside the entitlement cities of Greensboro and High Point); and

**WHEREAS**, the City, County, and Council desire to modify the terms of the Agreement as set out in this Third Amendment.



**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. The term of the Agreement shall terminate on December 31, 2018, unless otherwise agreed to in writing by the parties hereto or upon the earlier termination as a result of the dissolution of the HOME program by the department of Housing and Urban Development ("HUD"), or upon the exhaustion of the maximum funding amount of \$833,472.00.
2. The maximum cost of each Guilford County HOME rehabilitation is increased from \$40,000 to \$50,000, as set out in the Guilford County HOME Rehabilitation Assistance Policy, attached hereto as Attachment A, and incorporated herein by reference.
3. The parties agree to the terms of the soft cost budget for necessary and verifiable soft costs on projects as set out in Attachment A. Payment of said costs to be made to Piedmont Triad Regional Council for HOME program eligible units.
4. The parties further agree to the remainder of the terms and conditions set out in Attachment A.
5. The City Legal Department will complete and return all requested title searches within thirty (30) days, on average, from the date of submission by the Council.
6. Parties agree to the terms and conditions of Part II, attached hereto and incorporated by reference. Council acknowledges it has read, understood and agreed to the terms and conditions contained therein.
7. The parties hereto agree that to the extent this Third Amendment is inconsistent with the terms of previous amendments, this Amendment shall control. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have duly caused this Third Amendment to the HOME Program Subrecipient Agreement #2015-10381 to be executed as of the date first above written.

**GUILFORD COUNTY**

BY: \_\_\_\_\_

\_\_\_\_\_, County Manager

\_\_\_\_\_  
Date

(County Seal)  
ATTESTED BY:

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the County Manager of Guilford County, and that by authority duly given, acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission Expires \_\_\_\_\_.

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**PIEDMONT TRIAD REGIONAL COUNCIL**

BY: \_\_\_\_\_

\_\_\_\_\_, Executive Director

\_\_\_\_\_  
Date

ATTESTED BY:

\_\_\_\_\_  
Housing Director

\_\_\_\_\_  
Date

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said Consortium and State certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

**(A SEPARATE CITY SIGNATURE PAGE WILL BE ATTACHED HERE)**



**Attachment A**

**Schedule of Construction Management Soft Costs**

<b>Category</b>	<b>Amount</b>
Outreach & Advertising	\$50
Environmental Review Preparation	\$400
Asbestos Testing/Clearance	\$440
Radon Testing	\$450
LBP Inspection/Risk Assessment	\$500
Energy Assessment/Test Out by HPwEs Contractor	\$900
Pre-rehab Inspection (including scope of work)	\$1,000
Work Write-ups	\$1,200
Cost Estimate	\$400
Project & Construction Management	\$5,000
Post-rehab Value Certification	\$500

**Construction management soft costs are allowable for HOME program eligible units only.**



# **Attachment A**

## **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 Guilford County HOME rehabilitation cannot exceed \$50,000 unless lead-hazard reduction is required. When lead-hazard reduction is necessary, the cost of rehabilitation may not exceed \$60,000.

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.
- 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.

### 2018 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	12,750	21,200	33,900
2	14,550	24,200	38,750
3	16,350	27,250	43,600
4	18,150	30,250	48,400
5	19,650	32,700	52,300
6	21,100	35,100	56,150
7	22,550	37,550	60,050
8	24,000	39,950	63,900

### 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.

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.



Eligible soft costs per unit associated with Program-funded rehabilitation projects are limited to the following maximums:

**Approved & Eligible Soft Cost Budget Amounts**

Cost Item	Maximum Reimbursement
Application processing	\$300.00
Income determination	\$300.00
Pre-rehab Inspection including scope of work	\$1,000.00
Environmental Review Preparation	\$400.00
Work write-ups	\$1,200.00
Cost estimate	\$400.00
Recording fees	\$200.00
Project & construction management (site visits, contractor oversight, inspections, permits, & job monitoring)	\$4,000.00
Radon Testing	\$200.00
Asbestos Testing/Clearance	\$400.00
LBP Inspection/Risk Assessment	\$425.00
LBP Clearance	\$250.00
Energy Assessment/Test Out by HPwES Contractor	\$900.00
Post-rehab value certification	\$300.00

Backup documentation (e.g. timesheets, invoices) must be submitted for reimbursement of soft costs. Ineligible project units will be reimbursed for the cost of intake up to a maximum of \$1,000.

**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 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 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 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.
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.



## **PART II – FEDERAL TERMS AND CONDITIONS**

The term "Contract" shall include "Contract" as that term is used in the Contract or Agreement to which this Part II is attached.

The term "Contractor" shall include "Consultant" or "Vendor" as those terms are used in the Contract or Agreement to which this Part II is attached.

### **A. Termination of Contract for Cause**

If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, contracts, or stipulations of this Contract, the City of Greensboro (the "City") 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 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

### **B. Termination for Convenience of the City**

The City may terminate this Contract any time by a written notice from the City to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out of pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, paragraph A hereof relative to termination shall apply.

### **C. Amendments**

The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated by written amendment to this Contract.

### **D. Personnel**

1. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.



2. All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

**E. Compliance with Federal, State, and Local Laws**

The Contractor shall comply with all applicable laws, ordinances, and codes of the United States of America, State of North Carolina and City, and shall commit no trespass on any public or private property in performing any of the work included in this Contract.

**F. Subcontracting**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. The Contractor shall be fully responsible for the acts and omissions of any subcontractors or persons hired directly or indirectly by the Contractor.

**G. Assignability**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of the City: Provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**H. Interest of Contractor**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**I. Interest of Certain Federal Officials**

No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

**J. Hatch Act**

The Contractor agrees that no funds provided, nor personnel employed under the Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15, Political Activity of Certain State and Local Employees, of Title 5, Government Organization and Employees, of the United States Code.

**K. Section 3**

The Contractor agrees to adhere to Section 3 of the Housing and Urban Development Act of 1968, as amended, Chapter 13, National Housing, of Title 12, Banks and Banking, of the United States Code, and implementing regulations at 24 CFR Part 135, Economic Guidelines for Low- and Very



Low-Income Persons, that sets guidelines for training and employment of lower income residents of project areas and for awarding of contracts within the project area.

**L. Conflicts of Interest of Employees, Agents, Contractors, 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's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, no person:

1. Who is an employee, an agent, a contractor, an officer, or elected or appointed official of the City or any designated public agency, or sub-recipients 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 contract with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter. An exception may be granted to this exclusion as provided in 24 CFR 570.611(d).
4. Any possible conflicts that arise subsequently shall be presented to the City as soon as one is known by the Contractor.

**M. 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 Contract for the purpose of making audit, examination, excerpts, and transcriptions for seven years from the date of termination of this Contract.

**N. Equal Employment Opportunity for Activities and Contracts Subject to Executive Order No. 11246, As Amended**

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

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



2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. 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 or her 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.
7. 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 No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) 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 No. 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 or Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance: 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 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.

**O. Non-Discrimination Clause**

The Contractor shall not 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 sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.

**P. Subcontracting with Small and Minority Firms, and Women's Business Enterprises**

It is national policy to award a fair share of contracts to small, 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.
6. The Contractor shall comply with the provisions of the City of Greensboro Minority and Women's Business Enterprise Program Plan dated January 1, 2014 ("the M/WBE Plan").

**Q. Governing Law**

This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.

**R. Indemnification**

The Contractor does hereby agree to indemnify and save harmless the City, 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 the Contractor its agents or employees, or as a result of work pursuant to this contract.

**S. Insurance**

The Contractor does hereby agree to maintain liability insurance of at least One Million Dollars (\$1,000,000.00) while contracting with the City. The City shall be named as an additional insured on the Contractor's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the City. The Contractor will also secure its general liability insurance from an "A" rated insurance company acceptable to the City. The Contractor will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." A certificate of insurance stating such will be supplied to the City before any payment under this Contract is made. In the event the Contractor fails to maintain and keep in force for the duration of the Contract the insurance required herein, the City may cancel and terminate this contract without notice.

**T. Iran Divestment Act Certification**

As of the date of this Contract, the Contractor certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

**U. E-Verify**

The Contractor certifies that it currently complies 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 Contract, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract 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 Contract.