

Agenda
Middletown Community Development Agency
Regular Board Meeting
July 5, 2022
7:00 PM; Common Council Chambers

Roll Call

Approval of Minutes – 06/07/22

Treasurer’s Report –

Executive Director’s Report

Bills and Communications –

Old Business

New Business

Resolution to approve the Memorandum of Understanding between the City of Middletown Office of Economic & Community Development and the Community Development Agency, pending review of counsel, regarding CDBG grants to prepare real property for substantial rehabilitation under the CDA Homebuyer Program.

Resolution to approve the contract between the CDA and Haven Property Solutions for abatement of asbestos.

Resolution to approve the contract between the CDA and JPM Environmental for air monitoring in conjunction with asbestos abatement.

Adjournment

THE AGENDA IS TENTATIVE AND ESTABLISHED
USING ALL AVAILABLE INFORMATION AT THE TIME OF ITS CREATION.
ITEMS MAY BE ADDED OR ELIMINATED AT ANY TIME

Community Development Agency Meeting Minutes

Tuesday, June 7, 2022

7:00 pm; Common Council Chambers

Roll Call- Joseph DeStefano, Paul Johnson, Andrew Green, Jude Jean Francois, Gerald Kleiner, Joseph Masi, Kate Ramkissoon, Miguel Rodrigues, Kevin Witt

Also present: Patricia Racine, Maria Bruni

Absent: Sparrow Tobin

Approval of Minutes 05/03/22

Motion to approve minutes made by Masi, seconded by Johnson

Motion carried: 10-0

Treasurer's Report – none

Bruni: There is no treasurer's report. We will be appointing a new treasurer this evening.

Executive Director's Report –

8 Talcott, the contracts are signed. So, we're waiting on that closing.

149A Wisner moving along. Foundation work is done and insulation

2201/2 Linden was started.

A couple of properties that we will be able to use CDBG funds toward asbestos abatement and other issues to stabilize them.

We will have to do an MOU with the City and the CDA. We are working with Alex Smith to accomplish this and then we will pass it to the CDA counsel for review.

See attached PowerPoint

Bills and Communications -

City of Middletown – \$705.35

Greenberg & Associates - \$525.00

Eugene Grillo – \$165.00

Motion to approve payment made by Masi seconded by Johnson

Motion carried: 10-0

Old Business – none

New Business – none

Resolution from the floor:

To appoint Leonora Liz as the CDA treasurer to serve for the balance of Kelly Ann Kelly's term ending 12/31/22

Motion to appoint made by Johnson seconded by Ramkissoon

Motion carried: 10-0

Adjournment

Motion made by Green, seconded by Witt

Motion carried: 10-0

RESOLUTION

At a regular meeting of the City of Middletown Community Development Agency convened on Tuesday, July 5, 2022 at 7:00 PM, local time, at Middletown City Hall in the Council Chambers.

The following resolution was duly offered and seconded, to wit:

Resolution No. 2022-14

WHEREAS the Community Development Agency (CDA), from time to time is in possession of real property that is costly to rehabilitate

WHEREAS the City of Middletown has CDBG (HUD) grant funds available to assist in the rehabilitation of single- and multi-family homes and wishes to grant funds to the CDA in the amount of \$100,000 (2022 Action Plan)

WHEREAS a Memorandum of Understanding between the City of Middletown Office of Economic & Community Development and the Community Development Agency is strongly encouraged by HUD.

BE IT RESOLVED, pending review of counsel, that the attached Memorandum of Understanding is approved

BE IT FURTHER RESOLVED that the Chairman of the Agency shall be authorized to sign any and all documents regarding said grants.

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

Motion:
Sec'd:

	Yea	Nay	Abstain	Absent
Joseph DeStefano	[]	[]	[]	[]
Paul Johnson	[]	[]	[]	[]
Jude Jean-Francois	[]	[]	[]	[]
Andrew Green	[]	[]	[]	[]
Gerald Kleiner	[]	[]	[]	[]
Joseph Masi	[]	[]	[]	[]
Kate Ramkissoon	[]	[]	[]	[]
J. Miguel Rodrigues	[]	[]	[]	[]
Sparrow Tobin	[]	[]	[]	[]
Kevin Witt	[]	[]	[]	[]

MOTION:

Seal

Signatures _____ title _____

_____ title _____

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

CITY OF MIDDLETOWN, Office of Economic & Community Development

AND

Middletown Community Development Agency

I. Purpose

This MOU is entered into between the City of Middletown Office of Economic & Community Development (OECD) and the City of Middletown Community Development Agency (CDA) to prepare real property for substantial rehabilitation under the CDA Homebuyer Program, with Community Development Block Grant (CDBG) funds. The amount of funding will be determined each program year between July 8, 2022 through December 31, 2024.

II. Responsibilities of the Parties

The CDA will:

1. Identify projects that require abatement, remediation or otherwise require funds to prepare real property for the CDA Homebuyer Program properties within the parameters of the attached statement of work (Exhibit A) and Council documents (Exhibit B), budget (Exhibit C), Part 200 General Federal Award Information (Exhibit D), and location map (Exhibit E).
2. Comply with Davis Bacon Act (40 U.S. C. 3141-3148), Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and Davis-Bacon and HUD Wage Rate Requirements (24 CFR 906.37) and other applicable federal requirements.
3. Assure that CDBG costs will not exceed the amount proscribed in the attached Exhibit C and that project costs are reasonable and consistent with local and federal policies and regulations. Expenses will be substantiated through monthly reports in accordance with Exhibit C.
4. Attend monthly construction meetings and inform OECD staff of project progress and significant changes to the project (including scope of work and timeline). See amendment process outlined in section III.6.
5. Submit proper invoices, provided that services and work performed have been satisfactory, and that any and all project and CDBG documentation (such as Davis Bacon and Section 3 supporting documentation) have been submitted to the OECD to ensure reimbursement of CDBG eligible project costs.
6. Provide to the OECD environmental risk reports and clearances.
7. Report the disposition of the property and provide proof of CDBG compliant income for the buyer's household in the form of signed Federal Income Tax forms.
8. Ensure that a signed conflict of interest certificate is acquired from the prospective homebuyer.

Office of Economic & Community Development will:

1. Complete the HUD-required project eligibility and environmental reviews.
2. Review project statement of work, budget for compliance with CDBG regulations.
3. Determine Davis-Bacon applicability, list labor classifications used for the project, obtain wage determination, review wage decision, ensure bid documents include labor standard provisions and appropriate wage decision and verify prime and subcontractor's eligibility.

4. Provide technical assistance as requested by CDA related to meeting CDBG requirements.
5. Schedule, monitor and evaluate the project's progress at monthly construction meetings and ensure compliance with Davis-Bacon Act requirements (e.g., interviews with all trades and review of weekly certified payroll reports, underpayments, misclassification of labor categories and investigations), Section 3 reporting requirements, and other applicable federal requirements.
6. Conduct procurement process, oversee the CDBG funded portion of the project and directly pay the contractor with CDBG funds.

III. CDBG Requirements

1. HUD Allocation Contingency - The parties expressly understand and agree that OECD's obligations under this MOU are contingent upon the actual receipt of adequate grant funds from HUD. If adequate grant funds are not received by OECD, then OECD shall have no further obligations or liabilities under this MOU. It is expressly understood that this MOU in no way obligates the General Funds or any other monies or credits of the City of Middletown.
2. Program Income – Program income is defined as any proceeds received by the CDA during the term of this MOU as a direct result of the program such as rental fees, sales, and other revenues. Program income must be tracked separately from other revenues and reverted back into the program for the benefit of low- and moderate-income persons.

As these funds will be used for abatement and demolition in preparation for substantial rehabilitation of real property for the CDA's Homebuyer Program program income in excess of \$25,000 derived from the use of CDBG funds disbursed under this MOU shall be rolled into the CDA budget to be used only for the substantial rehabilitation portion of the Homebuyer Program. Otherwise program income will revert to the CDBG Program for further reallocation within 45 days of the end of the Program Year.

3. Monitoring and Reporting – The CDA shall submit throughout the term of this MOU:
 - a. Documentation of any public hearings or notifications regarding the CDBG portion of the project;
 - b. Documentation of the procurement process, including the selection of the contractor and bidding documents for construction for the CDBG portion of the project;
 - c. Original copies of the legal agreements with the contractor for the CDBG portion of the project;
 - d. The CDA must not release retainage until all Davis Bacon certified payrolls are submitted if required for the CDBG portion of the project; and
 - e. Invoices for the CDBG portion of the project on a monthly basis.

Upon project completion, the CDA shall submit all grant close-out documents, including but not limited to requests for final payments/retainage and release of liens from contractors, within forty-five (45) days after the end of the term of each project. The failure of the CDA to provide a full accounting of all CDBG funds expended, including program income, under this MOU within ninety (90) days shall be sufficient reason for OECD to deny or terminate any future agreements with the CDA.

This MOU and all records above and otherwise pertaining to such MOU shall be maintained by both the CDA and OECD for a period of ten (10) years after final payment is made and all other pending matters are finalized. The CDA shall furnish all records with respect to any matters covered by this MOU for inspection by the OECD, HUD, or other authorized federal officials at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If the CDA fails to submit, in a timely and satisfactory manner, any report or response required by this MOU, including responses to monitoring reports, the OECD may withhold payments otherwise due to the CDA hereunder. If the OECD withholds such payments, it shall notify the CDA in writing of its decision and the reasons therefore. Payments may be withheld by the OECD until such time as the delinquent obligations for which funds are withheld are fulfilled by the CDA. If the delinquent report or response is not received within forty-five (45) days of its due date, the OECD may suspend or terminate this MOU.

4. Reprogramming and Reversion of Assets – The CDA shall refund to the OECD any sum of money which has been paid to the CDA by the OECD, which the OECD determines has resulted in an overpayment, or which the OECD determines has not been spent strictly in accordance with the terms of this MOU and/or HUD requirements. Such refund shall be made by the CDA within fifteen (15) days after request by the OECD.

Within ninety (90) days after expiration of this MOU, the CDA shall transfer to the OECD any grant funds allocated by the City of Middletown for this program which have not been invoiced by the CDA within sixty (60) calendar days after the ending date of the project and any accounts receivable attributable to the use of CDBG funds. Such funds shall revert to the CDBG Program to be allocated for other activities.

5. Use of CDBG funds: CDBG funds are solely for the use of the CDA's Homebuyer Program to prepare the real property for substantial rehabilitation and disposition.
6. Disposition of real property assisted with CDBG funds – Real property shall be sold by the CDA in a manner that benefits persons of low/moderate income as defined by HUD for the Program Year.
7. Non-Performance and Termination - In accordance with 2 CFR 200.338, the OECD may suspend or terminate this MOU by notice in writing to the CDA if the CDA materially fails to comply with any term of the award.

Additionally, this MOU may be terminated in whole or in part for convenience by either the CDA or the OECD in accordance with 2 CFR Part 200.339 by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

8. Amendments – The CDA may request minor budget revisions to this MOU at any time prior to the last quarter of the term of the project provided that such amendments do not result in an increase in the amount of CDBG funds. The OECD may, in its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.

If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both the OECD and the CDA.

9. Conformance with Federal Regulations – The CDA shall comply with all applicable federal, state, and local laws. In addition, the CDA agrees to comply with applicable provisions of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular) codified at 2 CFR, Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The CDA further agrees that no funds provided, nor personnel employed under this agreement, shall be

in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.

IV. Timeframe for Memorandum of Understanding

This MOU will be in effect from July 7, 2022 through December 31, 2024.

V. Authorized Signatures and Department Contacts

Community Development Agency, Chairperson

Date

Director, Office of Economic & Community Development

Date

Attachment A
Projects - 54 Washington Street and 33 Lafayette Avenue
Term – July 7, 2022 to December 31, 2022

CDBG funds in the amount of \$100,000 were approved for a grant to the Middletown Community Development Agency in the Program Year 2022 Annual Action Plan approved by City Council on July 5, 2022.

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EXHIBIT A
STATEMENT OF WORK

City of Middletown
Community Development Agency
Proposed Correction Specifications

Date: June 8, 2022

Address: 33 Lafayette Avenue, Middletown, NY 10940

Condition #1: Asbestos Abatement

1. Abatement and regulated waste disposal of asbestos materials identified in the accompanying environmental testing documents.
2. Air quality testing throughout the duration of abatement.
- 3.

Condition #2: Demolition of the interior of the property

1. Remove all sheetrock, insulation, flooring/subflooring, baseboard heaters/radiators/floor vents, cabinets/countertops, appliances, bathroom fixtures, furnace and hot water heater.
2. Dispose of all debris.

Project schedule:

June 2022 procurement

July 2022 work proceed

August 2022 demo

City of Middletown
Community Development Agency
Proposed Correction Specifications

Date: June 8, 2022

Address: 54 Washington Street, Middletown, NY 10940

Condition #1: Asbestos Abatement

4. Abatement and regulated waste disposal of asbestos materials identified in the accompanying environmental testing documents.
5. Air quality testing throughout the duration of abatement.
- 6.

Condition #2: Demolition of the interior of the property

3. Remove all sheetrock, insulation, flooring/subflooring, baseboard heaters/radiators/floor vents, cabinets/countertops, appliances, bathroom fixtures, furnace and hot water heater.
4. Dispose of all debris.

Project schedule:

June 2022 procurement

July 2022 work proceed

August 2022 demo

EXHIBIT B

Resolutions:

Council approval of 2022 Action Plan

Community Development Agency acceptance of CDBG MOU

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EXHIBIT C

BUDGET

Project property: 33 Lafayette Avenue, Middletown, NY 10940	amount	source of funding
Clean out	20,500.00	CDA
Environmental testing	1,865.00	CDA
Abatement	29,000.00	OECD
water and power connections for abatement	3,000.00	OECD
Interior demo	18,000.00	OECD
Substantial rehabilitation estimate	225,000.00	CDA
TOTAL	297,365.00	

Project property: 54 Washington Street, Middletown, NY 10940	amount	source of funding
Clean out	20,500.00	CDA
Environmental testing	1,865.00	CDA
Abatement	29,000.00	OECD
water and power connections for abatement	3,000.00	OECD
<u>Interior demo</u>	<u>18,000.00</u>	<u>OECD</u>
subtotal	72,365	
Substantial rehabilitation estimate (agency funds)	207,750.00	CDA
<u>Substantial rehabilitation estimate (grant funds pending)</u>	<u>125,000.00</u>	<u>OC HOME</u>
TOTAL	405,115.00	

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EXHIBIT D

PART 200 GENERAL FEDERAL AWARD INFORMATION

**Part 200 General Federal Award Information
(PWST19005)**

1.	Subrecipient/Contractor Name:	Middletown Community Development Agency
2.	Subrecipient/Contractor's Unique Entity Identifier (DUNS):	City of Middletown 966964405
3.	Unique Federal Award ID:	B22 MC 36 0118
4.	Federal Award Date (see 200.39):	TBD 2022
5.	Sub-Award Period of Performance:	07/08/22 through 12/31/24
6.	Amount of federal funds obligated to Subrecipient/Contractor:	\$100,000
7.	Is this award for R & D?	No
8.	Total Amount of Federal Award committed to Subrecipient/Contractor:	\$100,000
9.	Total Approved Cost Sharing or Match, where applicable:	0
10.	Federal Award Project description:	CDBG Housing Rehab
11.	Name of federal awarding agency:	Department of Housing and Urban Development
12.	CFDA Number and Name:	14.218 Community Development Block Grants/Entitlement Grants

RESOLUTION

At a regular meeting of the City of Middletown Community Development Agency convened on Tuesday, July 5, 2022 at 7:00 PM, local time, at Middletown City Hall in the Council Chambers.

The following resolution was duly offered and seconded, to wit:

Resolution No. 2022-15

WHEREAS 33 Lafayette Avenue is owned by the Community Development Agency (CDA) and requires asbestos abatement

WHEREAS the City of Middletown has granted CDBG (HUD) funds to assist in the rehabilitation of 33 Lafayette Avenue and has procured Haven Property Solutions to do said abatement

BE IT RESOLVED that the Chairman of the Agency shall be authorized to sign any and all documents regarding said air monitoring

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

Motion:
Sec'd:

	Yea	Nay	Abstain	Absent
Joseph DeStefano	[]	[]	[]	[]
Paul Johnson	[]	[]	[]	[]
Jude Jean-Francois	[]	[]	[]	[]
Andrew Green	[]	[]	[]	[]
Gerald Kleiner	[]	[]	[]	[]
Joseph Masi	[]	[]	[]	[]
Kate Ramkissoon	[]	[]	[]	[]
J. Miguel Rodrigues	[]	[]	[]	[]
Sparrow Tobin	[]	[]	[]	[]
Kevin Witt	[]	[]	[]	[]

MOTION:

Seal

Signatures _____ title _____

_____ title _____

BID FOR REHABILITATION WORK UTILIZING CDBG FUNDS

TO: Middletown Community Development Agency

Owner of Property to be

rehabilitated

33 Lafayette Avenue, Middletown N.Y. 10940

Address of Property

c/o COMMUNITY DEVELOPMENT OFFICE

16 JAMES STREET

MIDDLETOWN, NY 10940

For the considerations named therein, the undersigned (hereinafter referred to as the “BIDDER”) having inspected the above Property and having familiarized himself with the Contract Documents, consisting of this Bid, The Agreement, The Specifications and Drawings (if any) relating to the rehabilitation work to be performed at the above Property, hereby proposes to furnish all labor, material and equipment and to do all of the work described in, and in accordance with, the contract Documents for the contract price of **Twenty eight thousand five hundred ten dollars and 50/100 (\$28,510.50).**

1. In submitting this Bid, the undersigned Bidder understands that the right is reserved by the Owner to reject any and all bids.
2. The Owner may accept this Bid by mailing or delivering notice to the undersigned within forty-five (45) calendar days after the date and time set for the opening of this Bid, or at any time thereafter before this Bid is withdrawn by the undersigned and written notice of such withdrawal is given to the Owner. The undersigned will, within seven (7) calendar days after receipt of such notice, execute the Agreement in such number of copies as the Owner may request.
3. **TIME OF WORK:** Work must be started five (5) days after Notice to Proceed date, and must be completed within **14 calendar days** of work start. **Failure to complete the project by the prescribed completion date will result in a \$ 150.00 per day forfeiture by the Contractor until such a date as all work is satisfactorily completed, as liquidated damages and not as a penalty. The Contractor awarded the bid must sign necessary papers in the O.E.C.D. within one day after being notified of bid award.** Failure to start by specified time frame may result in forfeiture of bid.
4. The undersigned will not withdraw this Bid after the time fixed for the opening thereof and prior to the expiration of forty-five (45) calendar days after such time.

DATE: **May 24, 2022**

NAME OF BIDDER: **Haven Property Solutions, LLC**

BY: _____

TITLE: _____

ADDRESS: **13 Venturi Road; Slate Hill, NY 10973**

PHONE: 845-644-4033

AGREEMENT

THIS AGREEMENT made this 6th day of July 2022, by and between Haven Property Solutions having a principal place of business located at 13 Venturi Road; Slate Hill, NY 10973 hereinafter called the “**CONTRACTOR**”, and Middletown Community Development Agency residing at 16 James Street 3rd floor, Middletown, NY 10940 hereinafter called the “**OWNER**”.

WITNESSETH THAT

WHEREAS the **OWNER** intends to repair and remodel his property located at 33 Lafayette Avenue, Middletown, New York 10940.

NOW, THEREFORE, the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

1

That this Contract shall consist of the Bid and proposal, the General Conditions and References contained herein, the drawings and work write-up, if any, and the Specifications incorporated therein by reference, as submitted by Haven Property Solutions, LLC

DATED: May 24, 2022

That this **CONTRACTOR** shall submit the bid contained herein and the proposals upon which said bid was based to the following:

Middletown Community Development Agency
(Name of Owner(s) of Property)

c/o COMMUNITY DEVELOPMENT OFFICE
City of Middletown
16 James Street
Middletown, New York 10940

2

That this Bid and Proposal contained in this Contract shall be received by the City of Middletown, New York, no later than the 3rd day of June 2022.

3

That the **OWNER** shall have five (5) days from the date established by the City of Middletown, New York for its receipt to accept this Contract Bid and Proposal. However, it is clearly the intention of all parties hereto that no work shall be commenced by the **CONTRACTOR** until he has received a written proceed order from the **Owner**.

4

The **OWNER** is hereby obligated to issue a written Proceed Order within thirty (30) days from the date of acceptance of the **CONTRACTOR'S** Bid and Proposal. If said Proceed Order is not received by the **CONTRACTOR** within this thirty (30) day period, the **CONTRACTOR** shall have the option of withdrawing his Bid and Proposal.

5

That the **CONTRACTOR** shall commence the work to be performed under this Agreement within **FIVE (5)** days from the date of receipt of the Proceed Order hereinabove referred to, shall diligently pursue and execute the time being of the essence of the Agreement.

6

That the **CONTRACTOR** may make application for progress payment on forms provided by The City of Middletown (City) as soon as those portions of the work described in the attached Schedule of Progress Payments have been completed. The Application shall include an itemization of all moneys paid by the **CONTRACTOR** for labor performed and material supplied for the period covered by the Application, a statement describing the work that was performed using such labor and material and releases of any liens by sub-contractors, laborers or material suppliers. Upon approval of such Application by the **OWNER** and the Department of Housing and Urban Development (HUD) or the City acting on behalf of the Department, the **CONTRACTOR** shall be paid eighty percent (80%) of the approved amount contained in the Application. The **OWNER** may withhold its approval of such application if HUD or the City refuses to give its approval to such application.

7

That all amounts due and payable by the **OWNER** to the **CONTRACTOR** for the work performed under this Agreement shall be payable within twenty (20) days after the work is satisfactorily completed and approved by the **OWNER** and the Department of Housing and Urban Development or the City of Middletown, New York, acting in behalf of the Department, and inspected and fully approved by the authorized inspector of the Economic and Community Development Office whose inspection and approval of such work is by law required.

The **OWNER** may withhold his approval of such work if HUD, the City or such inspector refuses to give his approval thereof.

8

That the **OWNER** and Representatives of the HUD and the City shall be afforded access at all times to inspect the work and Representatives of HUD and the City may at all times inspect the **CONTRACTOR'S** books, records, correspondence, construction drawings, receipts, vouchers, payrolls and agreements with sub-contractors relating to this Contract and the **CONTRACTOR** shall preserve all such records for a period of two (2) years after the final payment hereunder.

9

That as a condition to receiving final payment hereunder, the **CONTRACTOR** shall deliver to the **OWNER** a complete release of all liens arising out of this Contract and a warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the **CONTRACTOR** or any sub-contractor or the quality of material used therein, for a period of one (1) year, or for such longer period as may be included in any warranty given by the manufacturer of any material used in the work performed hereunder.

10

That the **OWNER** or the City, before making any payments hereunder, may require the **CONTRACTOR** to furnish releases or receipts from any or all persons performing work and supplying materials or services to the **CONTRACTOR** or any sub-contractor, for work under this Contract, if this is deemed necessary to protect the **OWNER'S** interests.

11

That the **CONTRACTOR** shall give all notices required by and comply with all applicable laws, ordinances and codes of the City and shall at his own expense, secure and pay the fees or charges for all permits required for the performance of the Contract work.

12

That the **CONTRACTOR** shall indemnify and save harmless the **OWNER** and The City from liability for any injury or damages to persons or property resulting from his prosecution of work under the Contract.

13

That the **CONTRACTOR** shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his employees and those of his sub-contractors engaged in work on

the Contract premises, in accordance with the local State laws governing same. The amounts and limits of the public liability and other insurance referred to herein, shall be subject to approval of the OWNER. The **CONTRACTOR** shall furnish evidence of a comprehensive liability insurance coverage protecting the OWNER for not less than \$ 1,000,000. in the event of bodily injury including death, and \$ 1,000,000. in the event of property damage arising out of the work performed by the **CONTRACTOR.**

14

That the **CONTRACTOR** shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S. C., Sec. 874; and Title 40 U.S. C., Sec. 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors hereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

15

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the **CONTRACTOR** agrees as follows:

- a. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, creed, color 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, creed, color or national origin. Such action shall include, but not 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 Local Public Agency setting forth the provisions of this non-discrimination clause.
- b. 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, creed, color or national origin.
- c. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all sub-contractors for any work covered by this Contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw materials.

d. ON CONTRACTS THAT EXCEED \$ 10,000. EXCLUSIVE OR SALVAGE CREDIT, THE CONTRACTOR FURTHER AGREES:

That he will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the property owner, advising the labor union or workers' representative of the **CONTRACTOR'S** commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1. That he will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. That he will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
3. In the event of the **CONTRACTOR'S** non-compliance with the non-discrimination 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 in accordance with procedures authorized 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.

The **CONTRACTOR** shall include the provisions of the paragraph entitled "**EQUAL EMPLOYMENT OPPORTUNITY**" in every sub-contract 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, so that such provisions will be binding upon each sub-contract or vendor. The **CONTRACTOR** will take such action with respect to any sub-contract or purchase order as the property owner may direct as a means of enforcing such provisions including sanctions for non-compliance:

PROVIDED, however, that in the event the **CONTRACTOR** becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the property owner, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

The **CONTRACTOR** further agrees that if the Contract is for a structure that will contain eight (8) or more dwelling units after rehabilitation, the **CONTRACTOR** will, and will require his sub-contractors to, abide by the Federal Labor Standards Provisions as set forth in the Davis-Bacon Act as amended (40 U.S.C. 276A-276A-5).

Both the **OWNER** and the **CONTRACTOR** certify that all painting under this contract will be done with non-lead based paint containing six one-hundredths of 1% lead or less; we also verify that at the present time, all interior surfaces not to be treated under this contract are in reasonably sound condition, are not chipped, or peeling, and do not pose a hazard for lead poisoning.

CERTIFICATION OF NON-SEGREGATED FACILITIES (OVER \$ 10,000.)

By the submission of this bid, the bidder, officer, applicant or sub-contractor certified that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offer or. Applicant or sub-contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed sub-contractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of sub-contracts exceeding \$ 10,000. which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed sub-contractors (except where proposed sub-contractors have submitted identical certifications for specific time periods).

CIVIL RIGHTS ACT OF 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

(A) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

“SECTION 3” COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

(A) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project

- Parking lots, drinking fountains, recreation or entertainment areas.

(B) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(C) The **CONTRACTOR** will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(D) The **CONTRACTOR** will include this Section 3 clause in every sub-contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The **CONTRACTOR** will not sub-contract with any sub-contractor where he has notice or knowledge that the letter has been found in violation of

regulations under 24 CFR Part 135 and will not let any sub-contract unless the sub-contractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.

- (E) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, his successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, his contractors and sub-contractors, successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

22

That the **CONTRACTOR** shall keep the premises clean and orderly during the course of the work and remove all debris upon completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.

23

That the **CONTRACTOR** shall not assign this Contract without the written consent of the **OWNER** and that such request for assignment of said Contract must be addressed to the City.

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That the **OWNER** shall permit the **CONTRACTOR** to use at no cost existing utilities such as Light, heat, power and water necessary to the carrying out and completion of the work.

25

That the **OWNER** shall cooperate with the **CONTRACTOR** to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture as necessary.

26

That the premises herein shall be vacant during the course of the construction work undertaken pursuant to the Contract.

27

That for the considerations named therein, the **CONTRACTOR** proposes to furnish all the materials and do all the work described in, and in accordance with, the Contract identified above in Item 1 of the general conditions for the total payment to equal the lump sum of **Twenty eight thousand five hundred ten dollars and 50/100 (\$28,510.50).**

28

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: Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

29

No officer, employee, or member of the Governing body of the City who exercises any functions or responsibilities in connection with carrying out of the project to which this Contract pertains shall have any private interest, direct or indirect, in this Contract or in the proceeds of this loan.

30

The title of all work completed and in course of construction and of all materials on account of which any payment has been made, shall be in the **OWNER**.

This Agreement, executed in triplicate, shall be construed under the laws of the State of New York, City of Middletown, and may be modified or amended only by a written instrument executed by both the **OWNER** and **CONTRACTOR** and assented to by HUD or the City acting on behalf of the Department.

STATEMENT OF PROPOSED PROGRESS PAYMENTS

It is anticipated that progress payments will be made in two (2) stages during rehabilitation.

- (1) \$7837.50 down payment**
- (2) \$20,673.00 balance due upon completion**

10% WILL BE HELD UNTIL CONTRACT COMPLETED AND INSPECTED. = \$ 2851.00

GENERAL NOTES FOR CONTRACTOR

1. Contractor shall be responsible for all quantities to do a complete job.
2. All dimensions to be verified by Contractor
3. All colors and patterns to be chosen by owner.
4. All products used and installed shall be as recommended by the manufacturer.
5. All work to comply with the City of Middletown Building Code.
6. Contractor shall provide all materials, tools and labor to complete work as specified.
7. All work to be performed in an accurate and neat condition.
8. Only new and up – to – date materials will be allowed to be used.
9. All new-found violations revealed during work must be reported immediately to the Community Development Office.
10. Contractor to remove all excess materials and construction debris from the premises upon completion of the work if dumpster is used. No dumpster: remove debris daily.
11. All plumbing and electrical work to be performed by a licensed City of Middletown Plumber and/or Electrician.
12. Contractor to obtain any building/plumbing permit as may be required by City of Middletown Building Department.
13. Lead safe work practices to be used if inspection shows lead presence.

New York State Property Maintenance Code:

103.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with this code and the manufacturer's installation instructions.

NOTE: ANY DEVIATION FROM THE SPECIFICATIONS SHALL BE SUBMITTED TO THE COMMUNITY DEVELOPMENT OFFICE FOR APPROVAL, IN WRITING, AND SIGNED BY BOTH PARTIES.

RESOLUTION

At a regular meeting of the City of Middletown Community Development Agency convened on Tuesday, July 5, 2022 at 7:00 PM, local time, at Middletown City Hall in the Council Chambers.

The following resolution was duly offered and seconded, to wit:

Resolution No. 2022-16

WHEREAS 33 Lafayette Avenue is owned by the Community Development Agency (CDA) and requires asbestos abatement

WHEREAS the City of Middletown has granted CDBG (HUD) funds to assist in the rehabilitation of 33 Lafayette Avenue and has procured JPM Environmental to do the air monitoring required for the abatement process

BE IT RESOLVED that the Chairman of the Agency shall be authorized to sign any and all documents regarding said air monitoring

The question of the adoption of the foregoing Resolution was duly put to a vote, which resulted as follows:

Motion:
Sec'd:

	Yea	Nay	Abstain	Absent
Joseph DeStefano	[]	[]	[]	[]
Paul Johnson	[]	[]	[]	[]
Jude Jean-Francois	[]	[]	[]	[]
Andrew Green	[]	[]	[]	[]
Gerald Kleiner	[]	[]	[]	[]
Joseph Masi	[]	[]	[]	[]
Kate Ramkissoon	[]	[]	[]	[]
J. Miguel Rodrigues	[]	[]	[]	[]
Sparrow Tobin	[]	[]	[]	[]
Kevin Witt	[]	[]	[]	[]

MOTION:

Seal

Signatures _____ title _____

_____ title _____

BID FOR REHABILITATION WORK UTILIZING CDBG FUNDS

TO: Middletown Community Development Agency

Owner of Property to be

rehabilitated

33 Lafayette Avenue, Middletown N.Y. 10940

Address of Property

c/o COMMUNITY DEVELOPMENT OFFICE

16 JAMES STREET

MIDDLETOWN, NY 10940

For the considerations named therein, the undersigned (hereinafter referred to as the “BIDDER”) having inspected the above Property and having familiarized himself with the Contract Documents, consisting of this Bid, The Agreement, The Specifications and Drawings (if any) relating to the rehabilitation work to be performed at the above Property, hereby proposes to furnish all labor, material and equipment and to do all of the work described in, and in accordance with, the contract Documents for the contract price of **Six thousand five hundred twenty five dollars and 00/100 (\$6525.00).**

1. In submitting this Bid, the undersigned Bidder understands that the right is reserved by the Owner to reject any and all bids.
2. The Owner may accept this Bid by mailing or delivering notice to the undersigned within forty-five (45) calendar days after the date and time set for the opening of this Bid, or at any time thereafter before this Bid is withdrawn by the undersigned and written notice of such withdrawal is given to the Owner. The undersigned will, within seven (7) calendar days after receipt of such notice, execute the Agreement in such number of copies as the Owner may request.
3. **TIME OF WORK:** Work must be started five (5) days after Notice to Proceed date, and must be completed within **14 calendar days** of work start. **Failure to complete the project by the prescribed completion date will result in a \$ 150.00 per day forfeiture by the Contractor until such a date as all work is satisfactorily completed, as liquidated damages and not as a penalty. The Contractor awarded the bid must sign necessary papers in the O.E.C.D. within one day after being notified of bid award.** Failure to start by specified time frame may result in forfeiture of bid.
4. The undersigned will not withdraw this Bid after the time fixed for the opening thereof and prior to the expiration of forty-five (45) calendar days after such time.

DATE: **June 21, 2022**

NAME OF BIDDER: **JP{M Environmental Solutions, LLC**

BY: _____

TITLE: _____

ADDRESS: **16 Harcourt Cosman Drive; Newburgh, NY 12550**

PHONE: 845-392-2370

AGREEMENT

THIS AGREEMENT made this 6th day of July 2022, by and between **JPM Environmental Solutions, LLC** having a principal place of business located at **16 Harcourt Cosman Drive; Newburgh, NY 12550** hereinafter called the “**CONTRACTOR**”, and **Middletown Community Development Agency** residing at **16 James Street 3rd floor, Middletown, NY 10940** hereinafter called the “**OWNER**”.

WITNESSETH THAT

WHEREAS the **OWNER** intends to repair and remodel his property located at **33 Lafayette Avenue, Middletown, New York 10940.**

NOW, THEREFORE, the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

1

That this Contract shall consist of the Bid and proposal, the General Conditions and References contained herein, the drawings and work write-up, if any, and the Specifications incorporated therein by reference, as submitted by **JPM Environmental Solutions, LLC**

DATED: June 21, 2022

That this **CONTRACTOR** shall submit the bid contained herein and the proposals upon which said bid was based to the following:

Middletown Community Development Agency

(Name of Owner(s) of Property)

c/o COMMUNITY DEVELOPMENT OFFICE
City of Middletown
16 James Street
Middletown, New York 10940

2

That this Bid and Proposal contained in this Contract shall be received by the City of Middletown, New York, no later than the 29th day of June 2022.

3

That the **OWNER** shall have five (5) days from the date established by the City of Middletown, New York for its receipt to accept this Contract Bid and Proposal. However, it is clearly the intention of all parties hereto that no work shall be commenced by the **CONTRACTOR** until he has received a written proceed order from the **Owner**.

4

The **OWNER** is hereby obligated to issue a written Proceed Order within thirty (30) days from the date of acceptance of the **CONTRACTOR'S** Bid and Proposal. If said Proceed Order is not received by the **CONTRACTOR** within this thirty (30) day period, the **CONTRACTOR** shall have the option of withdrawing his Bid and Proposal.

5

That the **CONTRACTOR** shall commence the work to be performed under this Agreement within **FIVE (5)** days from the date of receipt of the Proceed Order hereinabove referred to, shall diligently pursue and execute the time being of the essence of the Agreement.

6

That the **CONTRACTOR** may make application for progress payment on forms provided by The City of Middletown (City) as soon as those portions of the work described in the attached Schedule of Progress Payments have been completed. The Application shall include an itemization of all moneys paid by the **CONTRACTOR** for labor performed and material supplied for the period covered by the Application, a statement describing the work that was performed using such labor and material and releases of any liens by sub-contractors, laborers or material suppliers. Upon approval of such Application by the **OWNER** and the Department of Housing and Urban Development (HUD) or the City acting on behalf of the Department, the **CONTRACTOR** shall be paid eighty percent (80%) of the approved amount contained in the Application. The **OWNER** may withhold its approval of such application if HUD or the City refuses to give its approval to such application.

7

That all amounts due and payable by the **OWNER** to the **CONTRACTOR** for the work performed under this Agreement shall be payable within twenty (20) days after the work is satisfactorily completed and approved by the **OWNER** and the Department of Housing and Urban Development or the City of Middletown, New York, acting in behalf of the Department, and inspected and fully approved by the authorized inspector of the Economic and Community Development Office whose inspection and approval of such work is by law required.

The **OWNER** may withhold his approval of such work if HUD, the City or such inspector refuses to give his approval thereof.

8

That the **OWNER** and Representatives of the HUD and the City shall be afforded access at all times to inspect the work and Representatives of HUD and the City may at all times inspect the **CONTRACTOR'S** books, records, correspondence, construction drawings, receipts, vouchers, payrolls and agreements with sub-contractors relating to this Contract and the **CONTRACTOR** shall preserve all such records for a period of two (2) years after the final payment hereunder.

9

That as a condition to receiving final payment hereunder, the **CONTRACTOR** shall deliver to the **OWNER** a complete release of all liens arising out of this Contract and a warranty covering all work performed hereunder to the effect that such work shall be free from defects arising from the workmanship of the **CONTRACTOR** or any sub-contractor or the quality of material used therein, for a period of one (1) year, or for such longer period as may be included in any warranty given by the manufacturer of any material used in the work performed hereunder.

10

That the **OWNER** or the City, before making any payments hereunder, may require the **CONTRACTOR** to furnish releases or receipts from any or all persons performing work and supplying materials or services to the **CONTRACTOR** or any sub-contractor, for work under this Contract, if this is deemed necessary to protect the **OWNER'S** interests.

11

That the **CONTRACTOR** shall give all notices required by and comply with all applicable laws, ordinances and codes of the City and shall at his own expense, secure and pay the fees or charges for all permits required for the performance of the Contract work.

12

That the **CONTRACTOR** shall indemnify and save harmless the **OWNER** and The City from liability for any injury or damages to persons or property resulting from his prosecution of work under the Contract.

13

That the **CONTRACTOR** shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his employees and those of his sub-contractors engaged in work on

the Contract premises, in accordance with the local State laws governing same. The amounts and limits of the public liability and other insurance referred to herein, shall be subject to approval of the OWNER. The **CONTRACTOR** shall furnish evidence of a comprehensive liability insurance coverage protecting the OWNER for not less than \$ 1,000,000. in the event of bodily injury including death, and \$ 1,000,000. in the event of property damage arising out of the work performed by the **CONTRACTOR.**

14

That the **CONTRACTOR** shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S. C., Sec. 874; and Title 40 U.S. C., Sec. 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors hereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

15

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the **CONTRACTOR** agrees as follows:

- a. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, creed, color 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, creed, color or national origin. Such action shall include, but not 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 Local Public Agency setting forth the provisions of this non-discrimination clause.
- b. 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, creed, color or national origin.
- c. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all sub-contractors for any work covered by this Contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw materials.

d. ON CONTRACTS THAT EXCEED \$ 10,000. EXCLUSIVE OR SALVAGE CREDIT, THE CONTRACTOR FURTHER AGREES:

That he will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the property owner, advising the labor union or workers' representative of the **CONTRACTOR'S** commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1. That he will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. That he will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
3. In the event of the **CONTRACTOR'S** non-compliance with the non-discrimination 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 in accordance with procedures authorized 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.

The **CONTRACTOR** shall include the provisions of the paragraph entitled "**EQUAL EMPLOYMENT OPPORTUNITY**" in every sub-contract 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, so that such provisions will be binding upon each sub-contract or vendor. The **CONTRACTOR** will take such action with respect to any sub-contract or purchase order as the property owner may direct as a means of enforcing such provisions including sanctions for non-compliance:

PROVIDED, however, that in the event the **CONTRACTOR** becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the property owner, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

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- (A) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project
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- (B) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- (C) The **CONTRACTOR** will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
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No officer, employee, or member of the Governing body of the City who exercises any functions or responsibilities in connection with carrying out of the project to which this Contract pertains shall have any private interest, direct or indirect, in this Contract or in the proceeds of this loan.

30

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This Agreement, executed in triplicate, shall be construed under the laws of the State of New York, City of Middletown, and may be modified or amended only by a written instrument executed by both the **OWNER** and **CONTRACTOR** and assented to by HUD or the City acting on behalf of the Department.

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It is anticipated that progress payments will be made in one (1) stages during rehabilitation.

\$6525 upon completion

10% WILL BE HELD UNTIL CONTRACT COMPLETED AND INSPECTED. = \$ 652.00

GENERAL NOTES FOR CONTRACTOR

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4. All products used and installed shall be as recommended by the manufacturer.
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11. All plumbing and electrical work to be performed by a licensed City of Middletown Plumber and/or Electrician.
12. Contractor to obtain any building/plumbing permit as may be required by City of Middletown Building Department.
13. Lead safe work practices to be used if inspection shows lead presence.

New York State Property Maintenance Code:

103.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with this code and the manufacturer's installation instructions.

NOTE: ANY DEVIATION FROM THE SPECIFICATIONS SHALL BE SUBMITTED TO THE COMMUNITY DEVELOPMENT OFFICE FOR APPROVAL, IN WRITING, AND SIGNED BY BOTH PARTIES.

