



Council Meeting: January 29, 2008

SUBJECT: Authorization to Modify an Existing Contract to Install and Maintain Home Access Equipment for Disabled Individuals through the Home Access Program (F0712-57)

REPORT IN BRIEF

Approval is requested to modify a contract with Access Options, Inc., of San Jose to install and maintain specialized home access equipment and make minor residential modifications for eligible disabled individuals. These services are provided through the City's Home Access Program which is administered by the Community Development Department (CDD) Housing Division and financed by Community Development Block Grant (CDBG) funds. The requested contract modifications include increasing authorized expenditures from \$70,000 to \$171,000 and extending the contract through June 30, 2008.

Home Access activities are financed by Project 812701 – Home Access, Paint, and Emergency Repair Program and by CDD's Activity 230510 – Implement CDBG-supported Minor Improvement Program. No additional funding is required to increase the contract amount; adequate funding is included in the approved FY 2007/2008 budget from the CDBG Fund.

BACKGROUND

The Home Access Grant is a non-repayable grant (up to \$6,500) available to eligible disabled individuals to eliminate physical barriers which inhibit the use of their residences. The program has been in place in Sunnyvale since 1980 and serves approximately twenty residences per year.

Projects funded through the Home Access Grant Program range from bathroom modifications, including the installation of grab bars, bath benches, and hand held shower heads, to modular ramps, door widening, and the installation and maintenance of City-provided hydraulic lifts.

The contract with Access Options, Inc. was awarded by Council (RTC 06-350) on November 14, 2006, as the result of a competitive proposal process.

DISCUSSION

In FY 2006/2007, the Housing Division conducted an extensive Home Access Program public outreach to four mobile home parks, the Sunnyvale Senior Center, Sunnyvale Community Services, Meals on Wheels, and Outreach and Escort. As a result, the Housing Division completed twenty-six home access modifications in FY 2006/2007, and the City is currently receiving an average of two or three grant applications each month.

The requested contract modification is required to process the existing applications from individuals who are dependent upon the program to increase their home accessibility as well as the new applications expected after February 2008 outreach efforts.

FISCAL IMPACT

Staff requests that Council increase the total value of the contract with Access Options by \$101,000 (from \$70,000 to \$171,000). This increase will not affect the approved budget or impact the General Fund. The original \$70,000 contract was funded totally by the FY 2006/2007 appropriation from the CDBG Fund. This additional \$101,000 will be funded by the FY 2007/2008 CDBG Fund appropriation as approved in Project 812701 – Home Access, Paint, and Emergency Repair Program and by CDD's Activity 230510 – Implement CDBG-supported Minor Improvement Program.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center, and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council modify an existing contract with Access Options, Inc. in substantially the same form as the attached draft Service Agreement Amendment which increases the total contract amount from \$70,000 to \$171,000 and extends the contract through June 30, 2008.

Reviewed by:

Mary J. Bradley, Director, Finance
Prepared by: David Gakle, Principal Buyer

Reviewed by:

Hanson Hom
Director, Community Development

Approved by:

Amy Chan
City Manager

Attachments

1. Draft Amendment to Service Agreement
2. Service Agreement

DRAFT
AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND ACCESS OPTIONS, INC.,
FOR HOME ACCESS PROGRAM CONTRACTING SERVICES

This Amendment to Service Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and ACCESS OPTIONS, INC., a California corporation ("CONTRACTOR").

WHEREAS, on December 4, 2006, CITY and CONTRACTOR entered into a Service Agreement whereby CONTRACTOR would provide specialized services in relation to the installation and maintenance of specialized home access equipment and minor residential modifications for eligible disabled individuals through CITY'S federally-funded Home Access Program; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO SERVICE AGREEMENT:

2. Time for Performance - Delete the entire paragraph and replace it with the following:

The term of this Agreement shall be from the date of Agreement execution through June 30, 2008.

4. Compensation - Delete the entire paragraph and replace it with the following:

CITY agrees to pay CONTRACTOR at the rates shown in Exhibit "B" attached and incorporated by reference. Total compensation shall not exceed One Hundred Seventy One Thousand and No/100 Dollars (\$171,000.00). CONTRACTOR shall submit invoices in the manner described in Exhibit "A".

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

ACCESS OPTIONS, INC.
("CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

**SERVICE AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND ACCESS OPTIONS, INC.,
FOR HOME ACCESS PROGRAM CONTRACTING SERVICES**

THIS AGREEMENT dated 12/4/06 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and Access Options, Inc. a California corporation ("CONTRACTOR").

WHEREAS, CITY is in need of specialized services in relation to the installation and maintenance of specialized home access equipment and minor residential modifications for eligible disabled individuals through CITY'S federally-funded Home Access Program; and

WHEREAS, CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONTRACTOR shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be one year, beginning the date of Agreement execution, with an option to extend the contract for one additional year, unless otherwise terminated.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONTRACTOR for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONTRACTOR at the rates shown in Exhibit "B" attached and incorporated by reference. Total compensation shall not exceed Seventy Thousand and No/100 Dollars (\$70,000.00) per year. CONTRACTOR shall submit invoices in the manner described in Exhibit "A".

5. Ownership of Documents

CITY shall have full and complete access to CONTRACTOR'S working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONTRACTOR shall become the property of the CITY at the completion of the project and upon payment in full to the CONTRACTOR. CONTRACTOR may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

7. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONTRACTOR shall not discriminate against, or engage in the harassment of, any Home Access Program grantee, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONTRACTOR'S employment practices and to all of CONTRACTOR'S activities as a provider of services to the City.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations, including those specific to CDBG (Exhibit "D"), and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Drug Free Work Place Certification

CONTRACTOR shall provide a drug free workplace, and an authorized representative of CONTRACTOR shall so certify by executing the Drug Free Work Place Certification (Exhibit "E") attached and incorporated by reference.

10. Independent Contractor

CONTRACTOR is acting as an independent contractor in furnishing the services and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

11. Indemnity

CONTRACTOR shall indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

12. Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

13. CITY Representative

Annabel Yurutucu, Housing Officer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONTRACTOR Representative

Marc Sagal, President/CFO, shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR'S representative.

15. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Annabel Yurutucu, Housing Officer
Community Development/Housing
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Access Options, Inc.
Attn: Marc Sagal
109 Lee Road, Suite D
Watsonville, CA 95076

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

16. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

17. Termination

If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

18. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

19. Miscellaneous

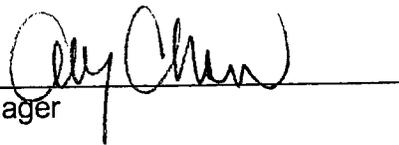
Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

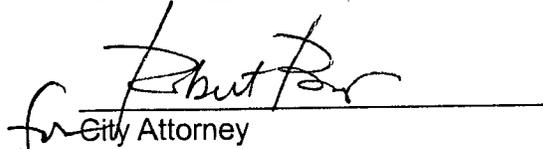
CITY OF SUNNYVALE ("CITY")

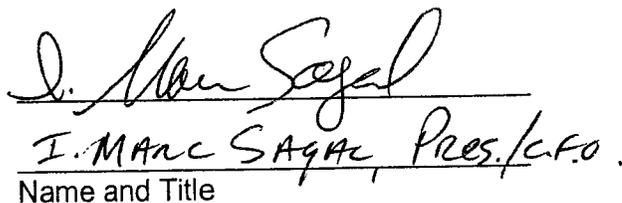

City Clerk


City Manager

APPROVED AS TO FORM:

ACCESS OPTIONS, INC. ("CONTRACTOR")


City Attorney


I. MARC SAGAL, Pres./C.F.O.
Name and Title

Name and Title

EXHIBIT "A"
SCOPE OF SERVICES

A. CONTRACTOR shall provide the following services:

1. Homeowner Assessment – City staff will collect and review resident applications for the program and determine program eligibility, verify the nature of the required services, and issue a work order to CONTRACTOR. CONTRACTOR shall then contact the resident within 48 hours of receipt of a work order and arrange to conduct an in-home assessment, confirm the nature of the work and make recommendations for home modifications to resolve the resident's access and safety issues.
2. Installation and/or removal of specialized equipment for disabled individuals – Upon CONTRACTOR shall install, modify and/or remove the following :
 - a. Custom handrails (may include design)
 - b. Grab bars
 - c. Ramps
 - d. Low rise steps
 - e. Stairs
 - f. New and used electrical hydraulic porch lifts
3. CONTRACTOR shall also be responsible for transporting removed equipment to a City site for storage.
4. Routine and non-routine lift service and repair – CONTRACTOR shall perform routine scheduled lift maintenance in accordance with manufacturer's recommendations as well as perform non-routine service and/or repairs, as required, to installed porch lifts.
5. Building codes, ordinances and permits –CONTRACTOR shall ensure that all construction or improvements are performed in full compliance with all local or state building codes and ordinances.

B. Invoicing and Payment

1. Invoices – Contractor shall provide itemized invoices at the completion of each project and shall complete work order documentation to meet all applicable Federal reporting requirements.
2. Payment – Payment will be made within thirty (30) days of receipt of an accurate, itemized invoice.

- e) Stair railings and stair case repositioning or modification
- f) Repairs to porch or stairway treads or carpeting or floor surface under structure
- g) repairs to home perimeter/skirting.

D **JOB 4. Indoor site at a Home Access Program recipient location** Lump Sum \$2,000

Specifications:

Note: material costs will be considered as separate.

- a) Repairs to door locks or windows. Materials priced additionally.
- b) Installation of interior home access items. eg. Grab bars in bathrooms or other areas, highboy toilet seat.
- c) Adding/removing tile on floor in bath area.
- d) Modifying/changing shower/bath configurations
- e) Toilet replacement excluding floor or plumbing repair.
- f) Plywood ramp no hand rail or paint. Charges are per foot.
- g) Handicapped wall mount sink. Does not include demolition and dump fee for existing sink and vanity, sink, faucet and plumbing parts supplied by others.
- h) Tub removal and shower pan install, if under floor access is available. Does not include wall treatment or floor repair. copper repiping or valve replacement (drain relocation only)
- i) Tile wall treatment to be charged per. sq. ft., tile not included.
- j) Prefab enclosure cost does not include custom fit enclosures shower door or enclosures need to be cut or modified on sight.
- k) Linolium / underlayment can be installed for a charge by sq. ft. which which may include materials, removal and installation of appliances or demolition of tile, hardwood and carpet.
- l) **Paint, sheetrock, handyman repair JOBS, moving of furniture, minor electrical and plumbing may be included.**

E **JOB1. New porch elevator at a Home Access Program recipient location.** Lump Sum \$6,500

Specifications:

- a) Installation of new porch elevator at the new Home Access Program.
- b) Install to industry normal specification.
- c) Includes porch rail modifications and movement of porch canopy supports when necessary.
- d) Establishment of electrical industry standards service outlet to within 6' of porch elevator.
- e) Provision of operators manual for the "Home Access Programs" porch elevator.
- f) Provision of a standard concrete pad for mounting of the porch elevator approx. 4' X 5' and 3" thick with 3/8" reinforcement bar at least 1sq. ft. Pattern or reinforcement mesh .125 thick steel wire x 2" squares.
- g) General porch lift tune up to include general cleaning inside and out. Adjustments of switches, complete functionality check and lube to ensure proper operation.

Complete tune-up exclusions:

- i) Lift repair parts for items deemed "not servicable"
- ii) Concrete or paver rolling access pathways
- iii) Modifications to home entry/egress door to accommodate wheelchairs that do not fit through the doorway and modifications to the doorway threshold area to provide wheelchair access.
- iv) Modifications to or addition of lighting to the railways, lift or porch areas.

F **JOB1. New Aluminum ramp with railings, 16' to 24' with platform or 90 degree turn** Lump Sum \$5,000

Specifications:

- a) Installation & provision. New aluminum ramp installed with railings, 16' to 24' with platform or 90 degree turn (include service package 1 itemize as appropriate.

JOB 2. Removal of aluminum ramp with railings, 16' to 24' with platform or 90 degree

Specifications:

- a) Removal of aluminum ramp installed with railings, 16' to 24' with platform or 90 degree turn from a Home Access Program recipient location
- b) Re-establish porch rail to functional using existing material and or providing new rail material for the former ramp access area.
- c) Closure to a safe condition of electrical service accord to industry standards.
- d) Removal of anchor protrusion from former ramp mountings.
- e) Pick up debris and sweep area clean.

JOB 3. Installation of used aluminum ramp with railings, 16' to 24' with platform or 90 degree turn at a Home Access Program recipient location.

Specifications:

- a) Installation of used aluminum ramp installed with railings, 16' to 24' with platform or 90 degree turn at the new Home Access Program.
- b) Install to industry normal specification.
- c) Includes porch rail modifications and movement of porch canopy supports when necessary.
- d) Provision of a standard concrete for mounting of aluminum ramp installed with railings, 16' to 24' with platform or 90 degree turn

G

JOB1. New Aluminum ramp less than 16' to 24' with platform or 90 degree turn installation at a Home Access Program recipient location.

Lump Sum \$4,000

Specifications:

- a) Installation & provision. New aluminum ramp installed with railings, less than 16' to 24' with platform or 90 degree turn

JOB 2. Removal of aluminum ramp less than 16' to 24' with platform or 90 degree turn at a Home Access Program recipient location.

Specifications:

- a) Removal of aluminum ramp installed with railings, less than 16' to 24' with platform or 90 degree turn from a Home Access Program recipient location
- b) Re-establish porch rail to functional using existing material and or providing new rail material for the former ramp access area.
- c) Closure to a safe condition of electrical service accord to industry standards.
- d) Removal of anchor protrusion from former ramp mountings.
- e) Pick up debris and sweep area clean.

JOB 3. Installation of used aluminum ramp less than 16' to 24' with platform or 90 degree turn at a Home Access Program recipient location.

Specifications:

- a) Installation of used aluminum ramp installed with railings, less than 16' to 24' with platform or 90 degree turn at the new Home Access Program.
- b) Install to industry normal specification.
- c) Includes porch rail modifications and movement of porch canopy supports when necessary.
- d) Provision of a standard concrete for mounting of aluminum ramp installed with railings, less than 16' to 24' with platform or 90 degree turn

H

JOB 1. Custom built rampways at a Home Access Program recipient location.

Lump Sum \$4,000

Specifications:

- Using materials other than from the standard vendor. Material cost additional
- a) Design services & basic sketch or two view plan layout hand drawn or CAD with sufficient detail, built to conform with local building code and necessary approvals acquired.

JOB 1. Lift Maintenance at a Home Access Program recipient location.

Lump Sum \$500/lift

Specifications:

- 1) Exterior Maintenance
 - a. All general outer surfaces
 - b. Lubricate key switch
 sound and must turn off the light when it is on the way down
 - d. Sweep under platform
- 2) Remove inspection cover
 - a. Clean the black main 2 1/4 x 2 1/4 support powder coated pole
 - b. Use medium to rough grade scotch bright pad to de-glazing the traveling surface
 - c. Blow and wipe away paint dust.
 - d. If it has been lubed in the past – clean off all grease with brake cleaner solvent-then de-glaze and finish
 - e. NOTE: Do not use lube on the main poles
- 3) Clean/vacuum out the interior of the cabinet
 - a. Check leaf chain carefully for consistency
 - b. Lubricate with penetrating chain lube as used for motorcycles
 - c. Do not get lube on the main support black area
 - d. Inspect the safety cable and chain to be sure it can work if needed
 - e. Test travel of lift loaded and unloaded to be sure it moves up and down freely
 - f. Check the motor drive belt tension and spray with light coat of belt dressing (don't get any on anything else.)
 - g. Blow out motor Bering area and any vents
 - h. Run some more to clear dust
- 4) Inspect circuit box
 - a. Open inspection cover
 - b. Blow out relays
 - c. Use electrical contact cleaner to refresh relay contacts
 - d. Inspect wires for proper connection (no loose ends)
 - e. Check circuit breakers
- 5) Replace cover
 - a. clean and inspect micro switches up stop and down stop
 - b. Make sure in good shape

Standard Labor Rate

Per Hour \$105

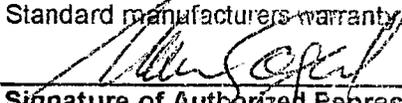
Contractor License # 572649

License Type D-21

Access Options, Inc. reserves the right to condemn a used lift/product upon our sole discretion

90 Day warranty on workmanship. No warranty provided on used equipment.

Standard manufacturers warranty provided for new equipment.


Signature of Authorized Representative

OWNER - Pres / CFO
Title of Authorized Representative

ACCESS OPTIONS, INC. 1255 ALMA CT. SAN JOSE CA. 95112

Company Address City/State/Zip

77-0243465

TAX ID #

(408)283-5438

PHONE#

(408)288-5482

FAX#

EXHIBIT "C"
INSURANCE REQUIREMENTS

CONTRACTOR shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONTRACTOR shall take out and maintain during the life of the contract **Workers' Compensation** insurance coverage to statutory limits as may be required by law.

CONTRACTOR shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONTRACTOR, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- "CITY, its officers, officials, employees and volunteers" must be named as an additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

EXHIBIT "D"
CDBG ASSURANCES AND REQUIREMENTS

I. ASSURANCES

CONTRACTOR shall become familiar and comply with and cause its subcontractors, employees and subrecipients, if any, to comply with all of the following applicable federal, state and local laws, ordinances, codes and regulations. Failure of CONTRACTOR to understand law as described herein shall in no way relieve CONTRACTOR of its responsibility to adhere to same. CONTRACTOR assures and certifies to the CITY that:

- A. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Act for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
- B. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- C. It will give the sponsoring agency (or the Comptroller General), through any authorized representatives, the access to and the right to examine all records, books, papers and documents related to the grant.
- D. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements and other administrative requirements.
- E. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that facility to be used in the project is under consideration for listing by the EPA.
- F. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development (HUD) as an area having special flood Hazards.
- G. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11592, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469c-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effect (see 46 CFR Part 800.8) by any such properties, and by (b) complying with all requirements

established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

- H. It will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, in the provision of training, employment and business opportunities.
- I. It will comply with provisions of Executive Order 11246, as amended, on equal employment opportunities and affirmative action relative to employees and applicants and non-exempt contracts and subcontracts.
- J. It will comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.
- K. It will comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.
- L. It will comply with the Davis-Bacon Federal Labor Standards provision with respect to all construction contracts in excess of \$2,000.
- M. It will comply with the non-discrimination requirements under Title VI of the Civil Rights Act of 1964 with respect to sale, lease or other transfer of land acquired, cleared or improved with grant assistance.
- N. It will comply with 24 CFR Part 85 of the HUD regulations known as the Common Rule.

II. REQUIREMENTS

- A. Subrecipients, except subrecipients which are governmental entities, shall comply with the following attachments to OMB Circular No. A-110, as noted in 24 CFR 570.502(b):
 - 1. Attachment A, "Cash Depositories", except for Paragraph 4 concerning deposit insurance;
 - 2. Attachment B, "Bonding and Insurance";
 - 3. Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of Paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in 570.507, in which the specific activity is reported on for the final time;
 - 4. Attachment F, "Standards for Financial Management Systems";
 - 5. Attachment H, "Monitoring and Reporting Programs Performance", Paragraph 2;

6. Attachment N, "Property Management Standards", except for Paragraph 3 concerning the standards for real property, and except that Paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient; and
 7. Attachment O, "Procurement Standards".
- B. CONTRACTOR shall comply with all applicable requirements of a subrecipient under 570.503 and 570.504 of the Federal Register.
- C. Subrecipients shall comply with the requirements of Subpart K of the Community Development Block Grant Program Final Rule, "Other Program Requirements" found in 24 CFR Part 570 as follows:

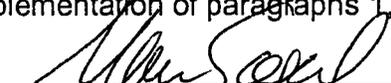
Sections	570.200	Constitutional Prohibition [j][3]
	570.600	General
	570.600	Public Law 88-352 and Public Law 90-284; affirmatively further fair housing; and Executive Order 11063
	570.602	Section 109 of the Act
	570.603	Labor standards
	570.604	Environmental standards
	570.605	National Flood Insurance Program
	570.606	Relocation, displacement and acquisition
	570.607	Employment and contracting opportunities
	570.608	Lead-based paint
	570.609	Use of debarred, suspended, or ineligible Consultants or subrecipients
	570.610	Uniform administrative requirements and cost principles
	570.611	Conflict of interest
	570.612	Executive Order 12372

EXHIBIT "E"
DRUG FREE WORK PLACE CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, CONTRACTOR certifies that:

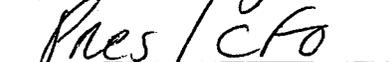
Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.



Signature/Authorized Official

12-15-06
Date



Title