

FEMA Addendum #1 - Construction

As certain funding for the project may be provided by or through the Federal Emergency Management Agency ("FEMA"), the Contractor further agrees as follows:

Non-Discrimination. During the performance of the Work, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60.

Access to Books and Records. The Contractor agrees that any federal agency providing funding for the Contractor's Work, including FEMA and the Comptroller General of the United States, shall have access to the Contractor's books and records relating to the hourly compensation and Reimbursable Expenses for review, audit and reproduction.

Compliance With Laws. The Contractor agrees to comply with the Contract Work Hours and Safety Standards Act, Chapter 37 (40 U.S.C. Sections 3701 et seq.), ; Clean Air Act (42 U.S.C. 7401 et seq.); Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

No Exclusion. The Contractor and each person signing on behalf of the Contractor represents and warrants that the Contractor and each parent and/or affiliate of the Contractor has not been suspended, disqualified, debarred or otherwise excluded from or declared ineligible to bid or perform work for any governmental agency or otherwise prohibited from participation in any federal or state program, including Medicare or Medicaid (collectively, "Program"), and to the best of its knowledge, there are no pending civil anti-trust or criminal investigations or pending or threatened debarments or exclusions of the Contractor from any Program. The Contractor covenants to notify the Owner in writing as soon as practicable if the Contractor is the subject of any civil anti-trust or criminal investigation, or is excluded, barred or suspended from participation in any Program and to refrain from employing or contracting for purposes of providing any work or services to the Owner with any individual or entity known by the Contractor to be sanctioned, suspended or excluded from participation in any Program. The Contractor shall include the provisions of this "No Exclusion" Article in each subcontract agreement (of any tier) that the Contractor enters into under this Agreement and shall cause such subcontractors and their subcontractors of any tier to so include such provisions. Each of the representations and warranties made in this "No Exclusion" Article is a material representation of fact by the Contractor upon which the Owner has relied as an essential inducement to enter into this Agreement. In addition to any other remedies available to the Owner, the Owner may terminate this Agreement for cause in the event that any representation or warranty made in this Article is untrue at the time of entering into this Agreement or becomes untrue at any time during the term of this Agreement. The Contractor shall not award any contract or work to parties listed on the government-wide Excluded Parties List System, in accordance with OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, or as listed on other Federal or State public records databases, including without limitation, the New York State School Construction Authority database of Disqualified, Suspended or Ineligible Firms.

Copeland Anti-Kickback Act. The Contractor agrees to comply with all applicable provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Certifications. The Contractor agrees to prepare and deliver to the Owner certifications of the Contractor's ongoing compliance with the foregoing provisions as may reasonably be requested by the Owner in writing during the term of the Agreement.

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