

subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this contract, the following equal opportunity clause:

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; 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, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of [Federal] Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the [United States] Secretary of Labor.

(5) The Contractor will furnish all information and reports required by [Federal] Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the [United States] Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the [United States] Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any 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 [United States] Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Federal] Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the [United States] Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the [United States] Secretary of Labor issued pursuant to Section 204 of [Federal] Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD [or the Commissioner of the Connecticut Department of Economic and Community Development] shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD [or the Commissioner of the Connecticut Department of Economic and Community Development], the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

Except in contracts exempted in accordance with section 204 of this order, the Municipality further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Municipality agrees that it will assist and cooperate actively with the Commissioner, HUD, and the United States Secretary of Labor, hereinafter referred to as the "Secretary", in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary; that it will furnish the Commissioner, HUD, and the Secretary such information as they may require for the supervision of such compliance; and that it will otherwise assist the Commissioner or HUD in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it will refrain from entering into any contract or contract modification subject to Federal Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, U.S. Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Commissioner, HUD, or the Secretary pursuant to Part II, Subpart D of the executive order. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings, the Commissioner or HUD may take the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Municipality under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Municipality; and refer the case to the United States Department of Justice for appropriate legal proceedings.

LABOR PROVISIONS

29. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Municipality pursuant to this Program shall comply with the governing federal labor standards and regulations as set forth in 29 CFR, Parts 1, 3, 5 and 7, and any applicable provisions of Section 31-53 of the Connecticut General Statutes. As such, the Municipality will comply with all State and Federal requirements pursuant to:

- a. Prevailing Wage Rates;
- b. Submittal of payrolls and related reports;
- c. Disputes concerning wage rates and classification of labor;
- d. Wage claims and adjustments;
- e. Contract work hours and safety standards act overtime compensation;
- f. Termination; debarment; subcontractors; and,
- g. Evidence of completion.

30. No contract award under this contract shall be made to any Contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

31. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to authorization of funding for this Project. The Municipality shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the Section 3 clause set forth in HUD regulation 24 CFR 135.38. The Section 3 clause contained in 24 CFR 135.38 is as follows:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C, 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training

and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR Part 135.

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

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

LAND PROVISIONS

32. The Municipality will take all reasonable steps to assure that real property in the Project will not be acquired by it as a part of the Project at excessive prices, and to prevent any speculation in the holding of any such real property.

33. The Municipality will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order to fully protect all of its rights, title, and interest in and to any real property in the Project Area.

34. The Municipality will take all necessary steps to remove or abrogate any and all legally enforceable provisions in any and all agreements, leases, conveyances, or other instruments restricting on the basis of race, religion, color, age, national origin, sex, mental retardation, marital status, or physical disability, the sale, lease, or occupancy of any real property which the Municipality acquires as a part of the Project.

35. This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Section 4a-60 of the Connecticut General Statutes and HUD and State regulations with respect thereto, including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting

discrimination upon the basis of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Municipality, the State, and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality, in undertaking its obligation in carrying out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

36. The Municipality will not sell, mortgage, lease, or otherwise dispose of or encumber any of the real property that is held by it as a part of the Project, except in accordance with the approved Proposal.

37. From time to time the Municipality will duly pay and discharge or cause to be paid and discharged when the same become due all taxes, assessments, and other governmental charges which are lawfully imposed upon any of the real property held by the Municipality as part of the Project or imposed upon income or profits derived by the Municipality from its temporary operation of the real property so held or from the ultimate disposition, by sale, lease, or retention, of said real property by the Municipality in carrying out the Project. The Municipality will also pay and discharge or cause to be paid and discharged any lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon said real property in the Project Area or which claims might impair or otherwise affect adversely the accomplishment of the Project in accordance with the approved Proposal.

38. The Municipality will observe and conform to all valid requirements of any governmental authority relative to the real property, which is held by the Municipality as part of the Project, and all covenants, terms and conditions applicable to the real property so held.

39. The Municipality shall execute a Use Restriction in a form acceptable to the Commissioner, which shall obligate the Municipality, its successors, assigns, lessees or transferees, for the term of the restriction, to use the Project property only for the purposes set forth in the Project Plan and in conformance with federal regulations.

PROCUREMENT

40. In accordance with the procurement requirements of 24 CFR 85.36, the Municipality will give opportunity for free, open, and competitive bidding for each contract to be let by it of more than \$100,000, calling for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as a part of the Project. The Municipality will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition. The award of each such contract, when made, will be made by the Municipality as soon as practicable to the lowest responsible bidder. In the selection of materials, equipment, or supplies for the Project, the Municipality may, in the interest of standardization or ultimate economy, award a contract to a responsible bidder other than the lowest in price if the advantage of

such standardization or ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents, upon which bids are invited.

In the procurement of consultants or other professional services, the Municipality shall follow the requirements of Federal OMB Circular No. A-102 under "competitive negotiation".

41. Grantees must take affirmative steps as stated in 24 CFR Section 85.36(e)(2)(i) through (vi) to ensure that small and minority firms and women's business enterprises are used when possible.

COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT

42. This contract is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 91-190 as amended), and the environmental review procedures for the Community Development Block Grant Program as set forth in 24 CFR Part 58 and Section 104 (f) of Title I of the Housing and Community Development Act. As such, the Municipality shall:

- (a) Determine the need for an environmental review;
- (b) Conduct a formal environmental review of the Project's environmental impact, if necessary, either through an Environmental Assessment or an Environmental Impact Statement;
- (c) Unless the Project is exempt, maintain a written document of the Project's history;
- (d) Comply with procedures, standards, and guidelines contained in Federal Statutes and regulations; and,
- (e) Follow required procedures in submitting a request for funds to the State and in seeking certifications.

LEAD-BASED PAINT

43. The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," Final Rule, 24 CFR Part 35. Any grants or loans made by the Municipality for the rehabilitation of residential structures using assistance provided under this Agreement shall be subject to said regulations. The Municipality shall be responsible for the inspections and clearances required thereunder, and shall maintain documentation of its compliance with the regulations.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

44. At the time that this Agreement is signed, the Municipality shall certify that it has in effect and is following a residential antidisplacement and relocation assistance plan and that it will minimize displacement of persons as a result of the Project. The Municipality shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 24 CFR 570.606 and HUD implementing regulations at 24 CFR Part 42. The Municipality shall maintain records in sufficient detail to demonstrate its compliance with this section.

EVENTS OF DEFAULT; REMEDIES

45. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

a. Except as otherwise provided herein, the failure of Municipality to punctually and properly perform any covenant, obligation or agreement contained in this Agreement or in any other document furnished by the Municipality to DECD in connection with the Project, and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided however, that if such failure has not been remedied in such time, the Commissioner may grant the Municipality such additional time as he determines, in his sole discretion, in order to remedy such failure so long as the Municipality is diligently and in good faith pursuing such remedy;

b. The Municipality has made to the State any material misrepresentation in its application or in any supplement thereto or amendment thereof, or in this agreement, any modification hereof or on or with respect to any document furnished pursuant hereto;

c. The Municipality has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Project; or

d. The Municipality has failed to comply with any provision of this agreement; or

e. The Municipality has abandoned or terminated the Project;

f. The Municipality has filed, or has had filed against it, a petition of bankruptcy, insolvency or similar law, state or federal, or has filed any petition or answer consenting to or acquiescing in any such action, which petition shall not have been vacated within thirty (30) days; or has been adjudicated bankrupt or insolvent, under any present or future statute, law or regulation, state or federal, and such judgment or decree is not vacated or set aside within thirty (30) days

46. Upon the happening of any one or more of the Events of Default, the Commissioner may, in his discretion, elect to terminate this agreement, cause the State to withhold payment of requisitioned funds, require that all unexpended funds be returned to the

State, declare the entire amount of the grant to be immediately due and payable, pay any proper charge of the Project, or institute any action suit or other proceeding in law, in equity or otherwise which he deems necessary for the protection of the State's interests.

47. In no event shall the making of any payment by the State on account of the grant provided for by Paragraph 1 hereof constitute or be construed as a waiver by the State of any breach of this Agreement or default which may then exist on the Part of the Municipality, nor shall it impair or prejudice the exercise of any right or remedy available to the State with respect to such breach or default.

48. Neither failure nor delay on the part of the State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Commissioner or his designee, and the same shall be effective only in the specific instance for which it is given.

49. The Municipality shall promptly give written notice to the State upon becoming aware of any Event of Default under this Agreement.

50. In addition to the rights and remedies granted to the State hereunder, the State shall have all other rights and remedies granted to it by law in the event of breach or default by the Municipality under the terms of this Agreement.

MISCELLANEOUS PROVISIONS

51. The Municipality shall remain fully obligated under the provisions of this contract notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this contract to the Municipality. Any grantee that is not the applicant, shall comply with all lawful requirements of the Municipality necessary to insure to the Municipality that the Project is carried out in accordance with the Municipality's Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the Municipality.

52. No member or Delegate to 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.

53. If any court shall hold a provision or provisions of this agreement to be invalid, the remainder of this agreement shall not be thereby affected if the Project can be effectively accomplished pursuant to the terms of such remainder.

54. The Municipality will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Program, acquire or maintain any interest in any contract or proposed

contract with the undertaking of the Program. The Commissioner may waive the requirements of this paragraph upon the written request of the Municipality.

55. Nothing contained in this contract shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever, that is not party to this contract.

56. At its own expense the Municipality will protect, defend, indemnify and save harmless the State, its officers, agencies and employees from any suit or claim by any person or entity whatsoever not a party to this contract which arises from the Project or from this Agreement.

57. The Municipality certifies that it will comply with the Fair Housing Act, 42 U.S.C 3601, et seq.

58. The municipality hereby certifies that it will adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstration.

59. This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No.16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order.

60. By execution of this agreement, the Municipality hereby certifies that for all sub-grants, contracts and subcontracts exceeding \$100,000 of Small Cities funds:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Municipality shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants,

and contacts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

61. The Municipality agrees that it will abide by the **Assurances** it made as part of its proposal. Said Assurances are attached hereto as **Appendix III**.

62. The Municipality shall insure recognition of the role of HUD and DECD in providing funding under this Agreement, including erecting appropriate signs. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Municipality shall include a reference to the support provided herein in all publications made possible with funds made available under the Agreement. Groundbreakings and similar events shall be scheduled in cooperation with DECD in order to provide the greatest opportunity for State participation in the event.

63. This Assistance Agreement shall become effective upon approval by the Attorney General. This Agreement shall not bind the State until a fully executed copy has been delivered to the Local Municipality.

64. This agreement may be executed in three (3) counterparts, each of which shall be deemed as an original.

IN WITNESS WHEREOF, the Municipality, acting by its duly authorized First Selectwoman has executed this agreement on the 24 day of Feb, 2006, and thereafter the State, acting by the Commissioner, has executed this agreement on the 23rd day of march, 2006.

Town of Redding
(Municipality)

BY: Natalie T. Ketcham

Natalie T. Ketcham, First Selectwoman

State of Connecticut
Department of Economic and
Community Development

BY: [Signature]
James F. Abromaitis *jr*
Commissioner, DECD

Approved As To Form:

Date: 4/10/06

[Signature]
Attorney General