

Agenda #1

# City of Cambridge

MASSACHUSETTS

In City Council April 23 19 73

	YEA	NAY	ABSENT	
Mr. Clinton	✓			
Mr. Danahy	✓			
Mr. Duehay			✓	
Mrs. Graham	✓			
Mr. Moncreiff			✓	
Mr. Owens	✓			
Mr. Sullivan			✓	
Mr. Vellucci	✓			
Mayor Ackermann			✓	
	5	0	4	

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT

FOR OPEN-SPACE PROJECT

WHEREAS, the City of Cambridge (the "Applicant") has heretofore submitted an application to the United States of America, Department of Housing and Urban Development (the "Government") for a grant under Section 702 of the Housing and Urban Development Act of 1961, as amended, to aid in financing a certain project for the acquisition and development of land to be used as permanent open space land identified as Project No. OSL-MA-01-06-1041 and

WHEREAS, the Government has approved the said application and has submitted to the Applicant a certain Grant Agreement (the "Agreement") for approval and execution by the Applicant, which said Agreement is satisfactory,

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the Applicant, that the said Agreement, a copy of which is attached hereto, be and the same is hereby approved. The City Manager is hereby authorized and directed to affix or impress the official seal of the Applicant thereon and to attest the same. The proper officer is directed to forward the said executed counterparts of the said Agreement to the Government, together with such other documents evidencing the approval and authorization to execute the same as may be required by the Government.



# CITY OF CAMBRIDGE

## PLANNING & DEVELOPMENT DEPARTMENT

City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

(617) 876-6800  
EXTENSION 344

TO: John H. Corcoran, City Manager

FROM: Robert A. Bowyer, Director                      DATE: April 17, 1973  
Planning and Development Dept.

SUBJECT: Contracts for the 1973 Open Space Program

We have just received the contracts which the City must execute and return to the U. S. Department of Housing and Urban Development (HUD) by April 24, 1973, in order to be eligible for the grant monies under the 1973 Open Space Program. Enclosed are copies of the contract and a form resolution, provided by HUD, which if adopted by the City Council, would authorize you to execute the contracts in behalf of the City.

### Original 1973 Open Space Land Program in Cambridge

You will remember that the Open Space Land Program originally consisted of the following projects:

#### Beautification of Business Districts:

Inman Square  
Lechmere Square  
Porter Square  
Central Square

#### Cambridge Common: Phase II

#### Model Cities Area:

Playground at the DPW Norfolk Street Parking Lot  
LaFayette Square  
Donnelly Field (Phase III)

#### Glacken Field Playground

#### Sancta Maria (the Open Lot behind the Sancta Maria Hospital)

The Program was taken from the Capital Improvements Program for 1972-1977 (pp. 91-92).

Revised 1973 Open Space Land Program in Cambridge

You will recall that in our recent discussion on the Capital Improvements budget for the next five years, it became clear to each of us that some of the scheduled CIP projects would have to be cut back or postponed. Among your instructions to us at that time was a \$300,000 reduction in the total 1973 Open Space Land Program budget. Based on this instruction, we have developed the following revised 1973 Open Space Land Program for Cambridge:

## Beautification of Business Districts:

Inman Square  
Porter Square

Cambridge Common: Phase II

## Model Cities Area:

Playground at the DPW Norfolk Street parking lot  
LaFayette Square  
Donnelly Field: Phase II

## Glacken Field Playground

Our overall effort, in developing this revised program, was to retain the neighborhood playgrounds, at some sacrifice to the business districts. We chose this approach in the belief that there are a variety of ways in which beautification of business districts could be funded, but that there is little financial assistance available to neighborhood playgrounds other than the Open Space Program.

Lechmere Square was eliminated because of the uncertainty about development in that area and the probability that beautification funding could be found through other sources. Specifically, Middlesex County may be making further changes in the Lechmere Square area, and the City's plans for a new East Cambridge fire station and parking garage may be realized in the near future. While these plans present some uncertainty at the moment, they also allow real possibilities for future funding of beautification in the area. Any work done by the County should include, and any work done by the City will include, a budget for landscaping and general beautification work.

At the same time, the work planned for Inman Square has been retained in the revised program so that the business districts in the eastern portion of the city do not bear the brunt of the cut-backs.

The small Central Square project was eliminated from the 1973 Open

Space Land Program because: (1) it is the only business district in the City that has already received some beautification monies, under the 1968 Urban Beautification program, and (2) because we will retain the plans for beautification work at nearby LaFayette Square as part of the 1973 Open Space Program.

Development of the lot behind the Sancta Maria Hospital will be eliminated from the 1973 Open Space Land Program at the request of the Neighborhood Association in that area. Within the past few weeks, since the submission of the 1973 Open Space application, the prospects for development of an area near Blair Pond as a neighborhood playground have become increasingly promising. Sancta Maria Hospital has expressed interest in acquiring the lot originally planned for a playground behind its present buildings for expansion purposes. The Neighborhood Association would like to negotiate an agreement so that, in exchange for the expansion, the Hospital would acquire and develop a site near Blair Pond for a neighborhood playground. The Neighborhood Association does not want any work initiated on the lot behind the Hospital that might jeopardize their negotiations with Sancta Maria.

#### Where We Are Now

Several weeks ago we received word that our grant had been approved, just in time to escape the rash of cut-backs which has since eliminated so many federal programs, including Open Space Land. Since that time, we have been interviewing Cambridge-based landscape architects preparatory to selection for the design work required under the 1973 Open Space Land Program.

Our recommendations on landscape architect consultants are attached.

Please feel free to call me if you have any further questions, or if you would like me or a member of my staff to be on hand the evening the resolution comes up for consideration before the Council.

RAB:ms  
Attachment

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND  
FOR OPEN SPACE PURPOSES

Under

Title VII of the Housing Act of 1961, as Amended

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Part 1

Project No. OSU-MA-01-06-1,041  
Contract No. B-1,071

THIS AGREEMENT, consisting of this Part 1 and the Terms and Conditions (HUD Form 3180b 6-69) forming Part II hereof (which Parts, together, are herein called the "Contract"), effective on the date hereinbelow set out, by and between the CITY OF CAMBRIDGE (herein called the "Public Body") and the UNITED STATES OF AMERICA (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises and representations contained herein, the parties hereto do agree as follows:

SEC. 1. PURPOSE OF CONTRACT

The purpose of this Contract is to provide Federal financial assistance to the Public Body in the form of a grant of Federal funds, (herein called the "Grant") under Title VII of the Housing Act of 1961, as amended, for the purpose of carrying out a certain open space land project (herein called the "Project") and to state the terms and conditions under which such assistance will be extended.

SEC. 2. THE PROJECT

- (a) The Public Body agrees to undertake, carry out, and complete the development of a playground behind the Sancta Maria Hospital, beautification of certain business districts, improvements in the Model Neighborhood Area, and renovation of Cambridge Common and Glacken Field.
- (b) The Public Body agrees to retain said land, as developed, for permanent open space purposes, and the open space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes.

SEC. 3. THE GRANT

The Government agrees to make a grant to the Public Body to assist it in carrying out the Project. The grant shall in no event exceed the lesser of (i) 50 percent of the Eligible Project costs, as determined by the Government, or (ii) Four Hundred Seventy Eight Thousand, One Hundred Twenty Six Dollars (\$478,126.00).

SEC. 4. TIME OF PERFORMANCE

The Public Body agrees that it will:

Initiate the development activities contemplated under this Contract and that it will complete such development activities within a reasonable period of time thereafter, now estimated to be 12 months after date of this Contract.

SEC. 5. COUNTERPARTS OF THE CONTRACT

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 6. CHANGES APPLICABLE TO PART II HEREOF

The following change is hereby made in the attached Terms and Conditions designated Part II hereof:

Wherever there appears in the Terms and Conditions, Part II, of this Contract any reference to or any provision directed toward the acquisition of open space land as part of the Project authorized hereunder, such provision or reference shall be deemed to be surplusage, it being understood and agreed by and between the parties hereto that the purpose of this Contract is to provide for Federal grant to assist in the development of open space land previously acquired by the Public Body.

SEC. 7. COMPENSATION TO GOVERNMENT FOR ITS AUDITS AND INSPECTIONS

The Public Body will compensate the Government for its inspections and audits, provided for in Sec. 103(B) of Part II of this Contract, a fixed fee in the amount of Six Thousand, Two Hundred Fifty Dollars (\$6,250.00). The fixed fee shall be payable at the time the first requisition for a Grant Payment is approved by a deduction of the entire amount of the fixed fee from the first Grant Payment to the Public Body: Provided, that in the event the Grant amount authorized under Section 3 hereof with respect

to the actual cost of the Project is increased, the additional fixed fee payable thereby shall be deducted from the next Grant Payment made to the Public Body.

IN WITNESS WHEREOF, the Public Body has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed to its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

(SEAL)

CITY OF BOSTON

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

UNITED STATES OF AMERICA  
Secretary of Housing and Urban  
Development

BY \_\_\_\_\_  
Boston Area Director

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OPEN SPACE LAND PROGRAM

CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES

UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

Part II

Terms and Conditions

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**SEC. 101. USE OF CERTAIN TERMS**

Except where the context clearly indicates otherwise, the following terms, as used herein, shall have the meanings ascribed to them in this Section:

(A) The capitalized term "Secretary" means the Secretary of Housing and Urban Development or the person authorized to act on his behalf.

(B) The term "Contract" means this Contract between the Government and the Public Body, and includes Parts I and II and any additional document or documents incorporated herein by special reference, as well as any amendment.

(C) The term "Application" means the written application for the Grant by the Public Body, including any revisions thereto, together with all explanatory, supporting, or supplementary documents filed therewith.

(D) The term "land" means the interest or interests in real property acquired or to be acquired and/or developed by the Public Body as set out in Section 2(a) of Part I of this Contract and shall include a fee interest or such lesser interests as therein contemplated.

(E) The term "Project" means the undertaking and carrying out to completion of the acquisition and/or development of land for open-space uses as set forth in Section 2(b) of Part I of this Contract.

**SEC. 102. ACCOMPLISHMENT OF PROJECT**

The Public Body will commence and carry out the Project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the Application and the provisions of this Contract, and will initiate and complete the Project within the time limit specified in Section 5 of Part I of this Contract. Such term may be extended with the written consent of the Secretary. The Public Body will carry out the Project in compliance with all requirements imposed by or pursuant to regulations of the Secretary effectuating Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252). The Public Body agrees not to discriminate upon the basis of race, creed, color, or national origin in the program or activity for which the Public Body receives financial assistance under this Contract. The United States shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

### SEC. 103. PROVISIONS RELATING TO ADMINISTRATION

(A) Books and Records. The Public Body will keep full and accurate books and records with respect to all matters covered by this Contract, including books and records which permit a speedy and effective audit, and will fully disclose:

- (1) Adequate title evidence in the form of title policies, Torrens certificates, or abstracts, and attorneys' opinions relating to the land or interests in land acquired by the Public Body under this Project;
- (2) The amount and disposition of both Federal and non-Federal funds which are provided for the Project;
- (3) All items of cost chargeable or which are proposed to be charged to the total cost of the Project;
- (4) All Project work and undertakings and all contracts which are entered into by the Public Body pertaining thereto;
- (5) The families, individuals, and business concerns which are displaced in the carrying out of the Project, the pertinent facts concerning their relocation, and the making of relocation payments therefor; and
- (6) All proceedings which are taken by the Public Body with respect to any of the preceding items in this Section.

(B) Inspections and Audits. The Public Body will, at any time during normal business hours, and as often as the Secretary or the Comptroller General of the United States may deem necessary, permit the Secretary and the Comptroller General to have full and free access to all of its books and records with respect to the matters mentioned in subsection (A) of this Section, and will permit the Secretary and the Comptroller General to audit, examine, and make excerpts or transcripts from such books and records, and to review, inspect, and make audits of all Project work, contracts, invoices, materials, pay-rolls, records of personnel, conditions of employment, books of accounts, and other documentary data pertaining to such matters.

(C) Reports and Information. The Public Body will, at such times as the Secretary may require, furnish him with periodic reports and statements, and other documentary data and information, as he may request, pertaining to the various matters covered by this Contract.

### SEC. 104. LAND PROVISIONS

(A) General Requirements Concerning Land. The Public Body shall:

- (1) Take all necessary steps to remove or abrogate all legally enforceable provisions pertaining to the restriction of the use of the land it is acquiring and/or developing, upon the basis of race, creed, color, or national origin.
- (2) Include in every agreement, lease, conveyance, or other instrument whereby the land is disposed of, an affirmative covenant binding on the contractor, lessee, grantee, or other party to such instrument and on the successors in interest to such contractor, lessee, grantee, or other party that there shall be no discrimination upon the basis of race, creed, color, or national origin in the use or occupancy of the land. The covenant shall recite that the United States is a beneficiary of the covenant and entitled to enforce it.
- (3) Not sell, lease, or otherwise dispose of the land except with the prior written approval of the Secretary.
- (4) Not voluntarily create, cause, or allow to be created any debt, lien, mortgage, charge, or encumbrance against any of the land which in any way will impair or otherwise adversely affect the preservation of said land for the use or uses set out in Section 2(b) of Part I of this Contract.

(5) From time to time 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 land and which if unpaid may by law become a lien or charge upon said land and thereby impair or otherwise adversely affect the holding of said land for the use or uses set out in Section 2(b) of Part I of this Contract.

(6) Faithfully observe and conform to all valid requirements of any governmental authority relative to the land and all covenants, terms, and conditions applicable to said land.

(B) Fair Market Value. The Public Body shall take all appropriate steps to assure that the consideration it pays for the land does not exceed fair market value at the time of acquisition. If the Secretary determines that the consideration paid by the Public Body is in excess of fair market value, for purposes of computing the amount of the Grant, the acquisition cost shall be reduced by the amount of the excess.

(C) Special Provisions Relating to Sale or Lease of Land. If the Project proposes that the Public Body lease or sell all or part of the land, the Public Body must first obtain written approval of the Secretary before such leasing or sale is undertaken. Approval will be given only if such leasing or sale is consistent with the Project and adequate controls are embodied in the lease or deed to assure the preservation of the open-space use or uses of such land as set out in Section 2(b) of Part I of this Contract.

(D) Use of Land

(1) No change in the use of the land to a use other than the open-space uses set out in Section 2(b) of Part I of this Contract will be permitted without the prior written approval of the Secretary. Before such approval will be given, the Public Body must demonstrate to the Secretary's satisfaction that:

- (a) The conversion is essential to the orderly development and growth of the urban area involved;
- (b) The conversion is in accord with the comprehensively planned development of the urban area; and
- (c) The open-space land is being or will be replaced, without cost to the Federal Government, by other open-space land of at least equal fair market value at the time of conversion, and of as nearly as feasible equivalent usefulness and location

(2) The Public Body shall not discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the land or any improvements erected or to be erected thereon, or any part thereof.

(3) The Public Body shall not restrict the use of the land, as developed, on the basis of place of residence, except that a reasonable fee charged nonresidents over and above any fee that may be charged residents shall not be interpreted as a restriction of the use of such land.

(E) Transfer of Public Body's Interests in Land to Another Public Body. Before the Public Body transfers its interests in the land to another Public Body, it shall require its transferee to enter into a contract with the Secretary agreeing in writing to be bound by all of the applicable terms and conditions of this Contract.

**SEC. 105. PAYMENT OF GRANT**

(A) Advance or Progress Payments. Under or subject to such conditions as the Government may, in writing, specify which are not inconsistent with applicable law, the Government may, in its discretion, make advance or progress payments to the Public Body on account of the Grant, or on account of the increase with respect to the Grant provided for in Section 4 of Part I of this Contract, at such time or times prior to the completion of the Project and the final determination of the total

cost thereof as, in view of the status of the Project and the matters relative thereto, the Government may deem appropriate, but no such advance or progress payment will be made unless and until the Public Body shall have filed its written request with the Secretary for such advance or progress payment: Provided, That the Public Body is not in default on any of the terms of this Contract. The Public Body shall deposit such advance payment funds in a bank or banks which are members of the Federal Deposit Insurance Corporation.

(B) Requisition for Grant Payment. The Public Body shall file its requisition for payment of Grant, including the increase provided for in Section 4 of Part I of this Contract, on a form or forms prescribed by the Secretary. Such requisition shall be accompanied by the Public Body's certification of purposes, demonstrating the need, at the time, for the funds requisitioned; that the amount sought is reasonable; and that the purposes for which it proposes to expend the funds are within the purview of this Contract.

(C) Acquisition, Development, and Demolition Costs. Payment of the Grant provided for in Section 3 of Part I of this Contract shall be based on acquisition, demolition, and development costs which have been determined by the Secretary as eligible Project costs, in the light of applicable Federal law and in accordance with the Secretary's rules and regulations implementing that law. The acquisition costs shall not include (1) ordinary State or local governmental expenses; (2) costs of acquiring land located outside the urban area for which the Public Body exercises (or participates in the exercise of) open-space responsibilities; (3) the cost of land acquired prior to the notification of the Public Body by the Secretary of his approval of the Application or of the acquisition of such land; or (4) the cost of land acquired with the assistance of funds received directly or indirectly from the Government, or any agency or instrumentality thereof, other than under the terms of this Contract. The development cost shall include only those costs which are necessary to prepare the land for open-space use and shall not include (1) the cost of development undertaken prior to the notification of the Public Body by the Secretary of his approval of the Application or of the development of the land or (2) the cost of specialized major recreation facilities. The demolition cost shall include only those costs which are necessary for the demolition and removal of buildings and structures from developed land acquired as part of the Project.

#### SEC. 106. LABOR AND CONSTRUCTION PROVISIONS

(A) Contract and "Force Account" Work. The Public Body may elect to carry out any necessary demolition, construction, or development activities as a part of the Project by utilization of its own employees or it may have such work done under written contracts let by it. Any contracts entered into for Project work shall contain appropriate provisions to require compliance with all applicable Federal laws and regulations pertaining to such contracts, to the work to be performed thereunder, and to the persons employed in the carrying out of such contracts.

(B) Competitive Bidding. The Public Body will give full opportunity for free, open, and competitive bidding for each contract to be let by it calling for construction, demolition, or other similar work, as a part of the Project, or for the furnishing of any materials, supplies, or equipment for or use on, the Project and will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible bidder: Provided, That in the selection of such materials, equipment, or supplies, the Public Body may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such 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, award a contract to a responsible bidder other than the lowest in price: Provided further, That purchases of such materials, equipment, or supplies in amounts of \$2,500 or less, and contracts in amounts of \$2,500 or less calling for construction, demolition, or other similar work, as a part of the Project, may, except where contrary to the requirements of State or local law, be made from time to time by the Public Body without negotiation or competitive bidding and without observance of the other provisions of this subsection.

(C) Provisions To Be Included in Certain Contracts. Before the Public Body receives bids or proposals for, or otherwise negotiates for, a proposed contract which calls for the performance of any work on the Project which will entail, for such work, the employment by the contractor or his subcontractors of laborers or mechanics, the Public Body shall include in the proposed contract documents appropriate wage schedules (including applicable wage determinations of the Secretary of Labor,

United States Department of Labor) and other provisions which are consistent with the provisions embodied in that document entitled "Federal Labor Standards Provisions" attached hereto marked HUD-3200 and made a part hereof. Such schedules, wage determinations, and other provisions, as included in such proposed contract documents, shall also be included in the contract documents as executed. The Public Body will include in each contract mentioned in the preceding sentence of this subsection an appropriate provision requiring the contractor to insert in each of his subcontracts which will entail the employment by such subcontractor of laborers or mechanics, as aforesaid, wage and other provisions which are consistent with such contractor's contract with the Public Body.

(D) State or Local Laws Concerning Wage Rates for Laborers and Mechanics. If State or local laws require that laborers or mechanics who are employed by the Public Body's contractors, or by such contractors' subcontractors, in the development of the Project, be paid not less than the wages which are established pursuant to such laws and if such wages so established are higher than the wages which are determined by the Secretary of Labor, United States Department of Labor, pursuant to the aforesaid Davis-Bacon Act, to be the wages prevailing in the locality in which the Project is situated, nothing in this Contract is to be construed as intended to relieve the Public Body of its obligation, if any, to require payment of such higher wages.

(E) Equal Employment Opportunity

(1) Activities and Contracts Not Subject to Executive Order 11246. In the carrying out of the Project, the Public Body will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Public Body will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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 advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Public Body agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Public Body will, in all solicitations or advertisements for employees placed by or on behalf of the Public Body, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Public Body will incorporate the foregoing requirements of this subparagraph (1) in all of its contracts for Project work, except contracts governed by subparagraph (2) of this Section 106(E) and contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for Project work.

(2) Contracts Subject to Executive Order 11246. The Public Body hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, 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 insure 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 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 Public Body 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 advising the said labor union or workers' representative of the contractor's commitments 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 Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor 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, or pursuant thereto, and will permit access to his books, records, and accounts by the Public Body, 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.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided 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.

(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 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Public Body or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Public Body, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Public Body 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: Provided, That if the Public Body so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Public Body agrees that it will assist and cooperate actively with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary of Housing and Urban Development in the discharge of his primary responsibility for securing compliance.

The Public Body further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, 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 Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Public Body agrees that if it fails or refuses to comply with these undertakings, the Secretary of Housing and Urban Development may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant contract; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Public Body; and refer the case to the Department of Justice for appropriate legal proceedings.

## SEC. 107. DEFAULTS AND REMEDIES

(A) Termination or Suspension of Contract. The Government may terminate or suspend this Contract at its discretion upon the happening of any of the following:

(1) The failure of the Public Body to complete the Project within the time prescribed in Section 5 of Part I of this Contract;

(2) The making of any misrepresentation by the Public Body in its Application or in the furnishing of any information to the Secretary;

(3) The violation of any of the terms or conditions of this Contract;

(4) Any event which makes the accomplishment of the Project by the Public Body impossible, improbable, infeasible, or illegal; or

(5) The commencement of any litigation challenging the performance by the Public Body of any of its duties or obligations which may jeopardize or adversely affect the Project, this Contract, or the Grant.

(B) Forfeiture of Grant

(1) If the Public Body should change the use of the land from the use or uses designated in Section 2(b) of Part I of this Contract without the prior written approval of the Secretary, or should it transfer its interests in the land to another Public Body without requiring the transferee to execute the contract with the Secretary provided for by Section 104(E) of this Part II, the Public Body shall at the request of the Secretary repay to the Government the amount of the Grant.

(2) For any other violation of any of the terms of this Contract, the Secretary may, in addition to such other remedies as may exist at law or in equity, require repayment of all or part of the Grant to the Government.

(C) When Rights and Remedies Not Waived. In no event shall the making by the Government of any Grant payment to the Public Body constitute or be construed as a waiver by the Government of any breach of covenant or any default which may then exist on the part of the Public Body, and the making of any such payment by the Government while any such breach or default shall exist shall in no wise impair or prejudice any right or remedy available to the Government in respect of such breach or default.

SEC. 108. MISCELLANEOUS PROVISIONS

(A) Interest of Public Body Personnel and Other Local Public Officials. The Public Body shall adopt and enforce measures to assure that no member of its governing body and no other officer or employee of the Public Body and no member of the governing body or other public official of any other local public body in the urban area in which the Project is situated, who exercises any functions or responsibilities in connection with the carrying out of the Project, shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project or in any contract or proposed contract in connection with the undertaking of the Project. If any such member, employee, or officer presently owns or controls, or in the future involuntarily acquires, any such personal interest, he shall immediately disclose such interest to the Public Body. Any member, employee, or officer who shall have or acquire such interest shall not participate in any action by the Public Body affecting the undertaking of the Project, unless the Public Body shall determine that, in the light of the personal interest disclosed, the participation of such individual in any such action would not be contrary to the public interest. The Public Body shall promptly advise the Secretary of the facts and circumstances concerning any disclosure made to it pursuant to this provision and the action taken by the Public Body upon being made aware of said facts and circumstances.

(B) Interest of Certain Federal Officials. No Member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

(C) Bonus or Commission. The Public Body shall not pay any bonus or commission for the purpose of obtaining the Secretary's approval of the Application or any other approval by the Secretary which may be necessary under this Contract.

(D) Government Not Obligated to Third Parties. The Government shall not be obligated or liable under this Contract to any party other than the Public Body.

(E) How Contract Affected by Provisions Being Held Invalid. If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if it is in conformity with the terms and requirements of applicable law.

(F) Provisions Concerning Certain Waivers. Subject to applicable Federal law, any right or remedy which the Government may have under this Contract may be waived in writing by the Government by a formal waiver and either with or without the execution of an amendatory or supplementary agreement, if, in the judgment of the Government, this Contract, as so modified, will still conform to the provisions and requirements of applicable laws.



# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 876-6800

EXECUTIVE DEPARTMENT  
JOHN H. CORCORAN  
City Manager

April 23, 1973

To the Honorable, the City Council:

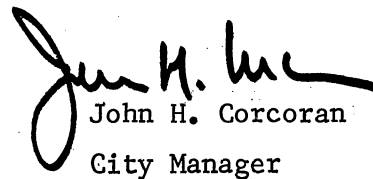
I enclose at this time a communication from the Director of Planning and Development as it relates to contracts for the 1973 Open Space Program. Mr. Bowyer's letter of April 17, 1973 is self-explanatory.

In addition to Mr. Bowyer's communication, I enclose a copy of the contract and a form of resolution required by the Federal Government.

Your favorable endorsement of this matter will permit me to execute contracts on behalf of the City for the programs as outlined. I might point out that this material was just recently received by the City and although the response to the Housing and Urban Development Department is required by April 24, 1973, I understand that HUD is willing to allow us a week's extension.

I urge your favorable consideration of this matter so that we may proceed with this program.

Very truly yours,

  
John H. Corcoran  
City Manager

JHC/b

Agenda #1

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Communication from John H. Corcoran, City  
Mgr. transmitting one from the Director of  
Planning and Development as it relates to  
contracts for the 1973 Open Space Program

In City Council,

April 23, 1973

4/23/73

Resolved

Approved

5-0-4

Request Copies  
From Engr

- Office -