

# City of Cambridge

MASSACHUSETTS

In City Council Sept 18 19 72

	YEA	NAY	ABSENT	
Mr. Clinton	✓			
Mr. Danehy	✓			
Mr. Duehay	✓			
Mrs. Graham	✓			
Mr. Moncreiff	✓			
Mr. Owens	✓			
Mr. Sullivan	✓			
Mr. Vellucci	✓			
Mayor Ackermann	✓			
	9	0	0	

IN CITY COUNCIL  
September 18, 1972

**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-01-06-1029 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 of Cambridge 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 execute the said Agreement in the name and on behalf of the Applicant, in as many counterparts as may be necessary, and the City Clerk 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.

In City Council Sept. 18, 1972

Adopted by yea and nay Vote

Yea 9 Nays 0 Absent 0

Paul E. Healey  
City Clerk

IN CITY COUNCIL  
September 18, 1972

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT  
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*In City Council, Sept. 18, 1972*  
*Adopted by aea and may Vote*  
*Yea 9 Nays 0 Absent 0*

*Paul E. Healy*  
City Clerk

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

Part I

Project No. OS1-MA-01-06-1029

Contract No. OS1-MA-01-06-1029 (G)

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3180b ) forming Part II hereof (which Parts, together, are herein called the "Contract"); effective on the date hereinbelow set out, by and between 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 develop the land in the following manner and with the improvements described:

Redesigning and development of four existing playgrounds; street renovation and planting in two neighborhoods; development of three new playgrounds on publicly owned land; renovation of an historically significant open space.

- (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 and to record a restriction to that effect in the appropriate Land Records Office.

### 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 Projects costs, not including the cost of relocation payments and assistance, as determined by the Government, and the Government's share of the cost of relocation payments and assistance provided by the Public Body in connection with the Project as specified in Section 4 of the Contract, or (ii) \$367,075.00, which amount includes both Eligible Project Costs and the costs of relocation payments and assistance specified in Section 4 of this Agreement.

### SEC. 4. RELOCATION PAYMENTS

The Public Body agrees to make relocation payments for eligible expenses incidental to transfer of title and condemnation litigation, and to provide relocation assistance to or on behalf of eligible displacees in accordance with and to the full extent permitted by the regulations or other requirements of the Secretary and within the budgetary limits of the Contract. Notwithstanding any other provision of the Contract, the Government shall provide a Grant to fund the first \$25,000. of the cost to the Public Body if providing such payments and assistance for each eligible displacee, pursuant to such regulations or other requirements, displaced prior to July 1, 1972. Costs of the Public Body for providing such payments and assistance in excess of said \$25,000. per eligible displacee on account of displacement occurring prior to July 1, 1972 and all costs of the Public Body for providing such payments and assistance on account of displacement occurring on or after July 1, 1972, shall be treated and funded as are other eligible Project costs. Grant funds from the total amount thereof set forth in Section 3 of the Contract, used to fund the cost of relocation payments and assistance in accordance with this Section of the Contract shall not without the prior written consent of the Secretary, exceed \$ NONE.

### SEC. 5. 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.

SEC. 6. 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. 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 \$4,150.00. 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 in its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL)

CITY OF CAMBRIDGE

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

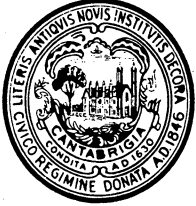
ATTEST:

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

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

UNITED STATES OF AMERICA  
Secretary of Housing and Urban  
Development

By \_\_\_\_\_  
Director, Boston Area Office



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

Tel. 876-6800

EXECUTIVE DEPARTMENT

JOHN H. CORCORAN  
City Manager

ROBERT J. LEBLANC  
Assistant to the City Manager

September 18, 1972

To the Honorable, the City Council,

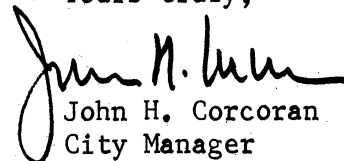
I do hereby submit for your adoption a resolution authorizing me to execute an agreement with the United States Department of Housing and Urban Development (HUD) for the grant of \$367,075 to help finance the 1972 Open Space Program in Cambridge.

Along with the proposed resolution, I am submitting for your information the unexecuted agreement for receipt of the grant monies. The form of both the resolution and of the agreement have been supplied by HUD.

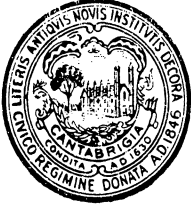
The attached letter, directed to me from Robert Bowyer, explains the background and status of the 1972 Open Space Program in Cambridge, for which these grant monies are intended.

I cannot fail, however, to express my disappointment in the drastic reduction in grant award from \$600,000 to \$367,075 and what appears to be a growing problem of poor coordination in the planning and execution of Open Space - Urban Beautification programs. One of my immediate goals in the coming months will be the development by administrative regulations for a more structured and coordinated system to encourage and insure comprehensive planning and fiscal responsibility in this vital area.

Yours truly,

  
John H. Corcoran  
City Manager

JHC/m



# CITY OF CAMBRIDGE

## PLANNING & DEVELOPMENT DEPARTMENT

City Hall Annex

Inman & Broadway

EXTENSION 344

**To** John H. Corcoran, City Manager  
**From** Robert A. Bowyer, Director  
Planning and Development Department  
**Date** August 11, 1972  
**Subject** Open Space Land Program in Cambridge

I have received the contracts, from the U. S. Department of Housing and Urban Development (HUD), for the grant of \$367,075 under the 1972 Open Space Land Program in Cambridge. The contracts can be executed by you after authorization by the City Council. I have enclosed a HUD form suggested resolution which will provide that authorization.

You will remember that the 1972 Open Space Program in Cambridge was originally planned to include: expansion and renovation of Russell Field; renovation at St. Peter's Field; development of a park within the Green, Franklin, Pearl complex; playground renovations in East Cambridge and Riverside; renovation work at the Cambridge Common; open space development in the Model Cities Area. (See the 1971-76 CIP; pp. 78, 82, 85, 89). The City Council authorized the submission of an application for an Open Space grant of fifty per cent (50%) of the total project cost, or \$600,000 of \$1,200,000. The Council Resolution was passed on March 27, 1972 and the initial application was filed on March 30. HUD responded to the initial application with a request for further information on the development plans at each site. At this point the work at Russell and St. Peter's Fields had to be dropped because planning had been delayed by indecision concerning the possible construction of portable schools at Russell and of a new MDC skating rink at either Russell or St. Peter's. These projects should be included in the 1973 program, now that these issues have been, or are close to being, resolved.

The final application for the 1972 Open Space Program in Cambridge was submitted on May 1, 1972. It included plans for: the renovation of the Silva and Hurley (VFW) Playgrounds in East Cambridge; the development of play areas in Washington Elms and Newtowne Court, and street beautification on Washington, Worcester and Suffolk Streets in the Model Cities Area; renovation of the Corporal Burns Playground and the development of a small park on the City-owned lot at 495 Franklin Street in Riverside; renovation work on the Cambridge Common; and develop-

ment of a small park in the Green, Franklin, Pearl complex. On June 2, 1972, HUD responded to this application with a letter of approval authorizing us to incur costs. Since that time we have contracted for architectural services and held several meetings for the detailed planning of each area involved. We have been attempting, this year, to keep all interested City departments and organizations apprised of our activities through the regular dissemination of project planning status reports. The third such report was sent out on August 8, 1972. We have also sent notices to these same officials of all neighborhood meetings and have let them know that detailed minutes of all of the meetings are available. We will, as in the past, discuss the final drawings of the plans for each project with the appropriate officials.

The following is a summary of the progress made in planning for each project:

East Cambridge: renovations of the Silva and Hurley (VFW) Playgrounds - We have contracted with the firm of Feloney and Sturgis, Architects of Cambridge, for design services on this project. After three planning meetings the plans for both of these playgrounds call for their development exclusively as facilities for younger children. The theory behind this decision is that the larger Gore Street, Costa Lopez and Kennedy School playgrounds all include facilities for the older children who can walk to these areas without difficulty. The younger children are not allowed to travel to these areas and should be given preference in the smaller playgrounds.

Model Cities: beautification of Washington, Worcester and Suffolk Streets between Columbia and Norfolk - We have contracted with Moriece and Gary of Cambridge, to provide design services on this project. After two planning meetings the residents have agreed on the renovation of all of the sidewalks along the subject streets and, with any money left over, on the installation of some new street trees and guards and the repair of some depressions in the roadways.

Model Cities: Washington Elms and Newtowne Court - We have contracted with Childs, Bertman and Tseckares Associates, Inc., for design services on this project. There have been two planning meetings in each project. At Washington Elms development of a multi-use court (basketball, tennis, handball, street hockey etc.), a renovated tot-lot, an improved spray, a landscaped park and seating areas were

decided upon. At Newtowne Court a full scale basketball court, two half courts, a renovated spray, a seating area, and renovations to tot-areas are planned.

Riverside: Corporal Burns Playground renovations - Plans for the renovations were developed during the Winter with the assistance of the Harvard Planning Office. The low bidder, Garden Villa Construction, was awarded the contract and construction began during July.

Riverside: the development of a Park at 495 Franklin Street - A meeting of residents living in the vicinity of 495 Franklin Street was held at the Park in late June. The City contracted with Architect Victor Cromie of 488 Franklin Street to provide design services. A scheme was decided upon at the first meeting. A sketch of Mr. Cromie's drawings of this scheme have been mailed to each person attending the meeting, and to the over 100 residents who signed a petition calling for the development of the Park, for their review and comment. If required, there will be a second meeting to modify the plans according to the comments of the residents.

Cambridge Common: renovations - Representatives from the Cambridge Historical and Conservation Commissions have been meeting jointly to plan for the renovation at the Cambridge Common. A simple scheme, acceptable to both Commissions, has been worked out and the City is contracting with the firm of Mason and Frey to provide design services. The joint committee is currently considering ways in which to involve people, throughout Cambridge, in reviewing and assisting with the renovation planning. The committee anticipates that there will be three phases in the renovation work at the Common, to be implemented in 1972, 1973 and 1974. The work will be scheduled to be completed in time for the Bicentennial.

Green, Franklin, Pearl (GFP): development of a park within the GFP complex. The construction of the GFP complex has been somewhat delayed to permit detailed design of the housing tower. The work is now progressing and the entire project, including the small park area, is expected to go out to bid this Fall (1972).

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.

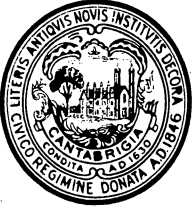
(B) Interest of Certain Federal Officials. No Member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

(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

ROBERT J. LEBLANC  
Assistant to the City Manager

September 18, 1972

To the Honorable, the City Council,

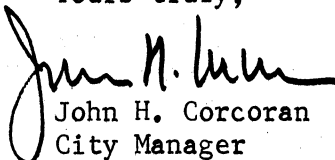
I do hereby submit for your adoption a resolution authorizing me to execute an agreement with the United States Department of Housing and Urban Development (HUD) for the grant of \$367,075 to help finance the 1972 Open Space Program in Cambridge.

Along with the proposed resolution, I am submitting for your information the unexecuted agreement for receipt of the grant monies. The form of both the resolution and of the agreement have been supplied by HUD.

The attached letter, directed to me from Robert Bowyer, explains the background and status of the 1972 Open Space Program in Cambridge, for which these grant monies are intended.

I cannot fail, however, to express my disappointment in the drastic reduction in grant award from \$600,000 to \$367,075 and what appears to be a growing problem of poor coordination in the planning and execution of Open Space - Urban Beautification programs. One of my immediate goals in the coming months will be the development by administrative regulations for a more structured and coordinated system to encourage and insure comprehensive planning and fiscal responsibility in this vital area.

Yours truly,

  
John H. Corcoran  
City Manager

JHC/m

/ From City Manager: \$367,075 to help  
finance the 1972 Open Space Program in  
Cambridge.

September 18, 1972