



Historic Preservation
and Museum Division

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Connecticut Commission on Culture & Tourism

January 8, 2009

Ms. Deena Watson
Town of Hebron
15 Gilead St.
Hebron, CT 06248

Dear Deena,

Please find enclosed one fully executed copy of your grant contract for ongoing research and work on the Hebron Historic Resources Inventory web site.

The funds for this grant expire September 30, 2009. If you complete your project early, you are encouraged to submit a final report and your request for reimbursement within 30 days of completion.

You will need to include the following in your final report:

- Completion report
- Copies of all finished products-must contain CCT funding acknowledgement and logo per Section III of Contract. The CCT Logo can be downloaded from the website at www.cultureandtourism.org
- Certificate of Eligible and Actual Costs
- Invoices for services rendered or products and supplies purchased
- Receipts, cancelled checks, or other proof of payment received for supplies and/or consultant services.

Please let me know if you need assistance with anything during your project.

Sincerely,

Mary Dunne
Local Government Grants Coordinator

CONNECTICUT
www.cultureandtourism.org

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vendors, and proof of payment of those bills, as well as a Certificate of Conformance from the project's supervising architect where applicable, in a format to be designated by the Commission.

Upon submission of a completion report, the balance shall then be paid to the Grantee subject to the Commission's approval. Completion report shall include but not necessarily be limited to: (a) a certificate of eligible actual costs executed by the person in charge of the Project, (b) for any Project procurements effected after September 30th, copies of materials which demonstrate acceptable compliance with Federal and State procurement requirements for professional services and subcontracts, and (c) such copies of written or published projects produced as part of the Project as may be specified by the Commission. The certificate of actual costs shall be accompanied by copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills, as well as a Certificate of Conformance from the project's supervising architect, where applicable, in a format approved by the Commission. The final project payment shall not exceed \$2,800.00. If the Project has been completed satisfactorily, the final project reimbursement payment shall be made to the Grantee by the Commission. Final products which do not conform to the terms and conditions of this agreement or which do not meet the U.S. Secretary of the Interior's "Standards" will not be reimbursed.

Deadline The Grantee agrees that the project for which this grant has been made shall be completed no later than September 30, 2009 (contract expiration date). Expenses incurred after that date shall not be eligible for reimbursement.

Section III Acknowledgement: In any news release or printed material promoting this grant-funded program, credit must be prominently given to the Connecticut Commission on Culture, and Tourism by including the following and the Commission's logo: *The activity that is the subject of this (type of project or publication) has been financed in part by the Commission on Culture & Tourism with federal funds from the Historic Preservation Fund of the National Park Service, US Dept. of the Interior.*

However, the contents and opinions do not necessarily reflect the views or policies of the Commission or the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Commission or the Department of the Interior.

This program receives Federal financial assistance through the Commission for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, sex, national origin, or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity, or facility described above, please write to: Office of Equal Opportunity, U.S. National Park Service, 1849 C Street, NW, Washington, DC 20240.

Section IV: Expenditure of grant funds is to take place within the funding period defined above, and within 30 days after the end of the funding period, grantee agrees to provide the Commission with a completion report.

Section V Audit: The Grantee receiving federal funds shall comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds shall comply with CGS Sections 7-396a and 396b, and the State Single Audit Act, Sections 4-230-236, and regulations promulgated hereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than (3) years. Such records will be made available to the state and/or federal auditors upon request.

Section VI Insurance: The Grantee agrees that while performing services specified in this agreement that he or she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the Commission prior to the performance of services.

Section VII State Liability: The State of Connecticut shall assume no liability for payment of services under the terms of this agreement until the Grantee is notified that this agreement has been accepted by the Commission and, if applicable, approved by the Office of Policy and Management (OPM) or the Dept. of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

Section VIII Budget Approval: The Grantee agrees not to use grant funds allotted by the Commission for construction, renovation, rehabilitation or restoration without prior written approval of the Commission. The Grantee shall provide the Commission with copies of all contracts entered into for the purpose of the completion and/or performance of any and all work connected with the grant project.

Section IX Cancellation: This agreement shall remain in full force and effect for the entire term of the contract period unless cancelled by the Commission by giving the Grantee fifteen (15) days written notice of such intention.

Section X Executive Orders: This Agreement is subject to the provisions of Executive Orders 3, 7C, 16, and 17.

(a) **Executive Order No. 3** This Agreement is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Agreement may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The Parties agree to abide

by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Grantee agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. 3, and that it will not discriminate in its employment practices or policies, shall file all reports as required, and shall fully cooperate with the State of Connecticut and the state labor commissioner.

(b) **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006.** The Parties to this Agreement are subject to the provisions of Executive Order No. 7C:

a. The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

b. For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

c. Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

- (c) **Executive Order No. 16** This Agreement is subject to the provisions of **Executive Order No. 16, Violence in the Workplace Prevention Policy of Governor John G. Rowland, promulgated August 4, 1999** and, as such, the contract may be canceled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16.

The parties to this Agreement, as part of the consideration hereof, agree that:

(a) The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b.) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The contractor shall prohibit employees from attempting to use or threatening to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall require that all employees are aware of such work rules.

(e) The contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

- (d) **Executive Order No. 17** This Agreement is also subject to provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

Section XI Non-discrimination State Regulations: (a) For the purposes of this section, "minority business enterprise" means any small Grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise;

(2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of Section XII, "Commission" means the Commission on Human Rights and Opportunities and "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The Grantee agrees and warrants that in the performance of the contract such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including but not limited to, blindness, unless it is shown by the Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Grantee agrees to provide each labor union or representative of the workers with which the Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which the Grantee has a contract or understanding, a notice to be provided by the commission, advising the labor union or worker's representative of the Grantee's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. 46a-56a, 46a-68e, and 46a-68f; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Grantee as related to the provisions of this section and section 461-56. If the Contract is a public works contract, the Grantee agrees and warrants that he will make good faith efforts to

employ minority business enterprises as subgrantees and suppliers of materials on such public works projects.

- (c) Determination of the Grantee's good faith efforts shall include, but not be limited to, the following factors: The Grantee's employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The Grantee shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. 46a-56; provided, if such Grantee becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interest of the State and the State may so enter.
- (f) The Grantee agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and they may be adopted or amended from time to time during the term of this contract and any amendments thereto.
- (g) The Grantee agrees and warrants that in the performance of the agreement such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated without regard to their sexual orientation; the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the Grantee agrees to provide the Commission with information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Section 46a-56 of the General Statutes.

- (h) The Grantee shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; if such Grantee becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Non-discrimination Federal Regulations The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the United States Department of the Interior Regulation (43 CFR 17) issued pursuant to the title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Grantee receives financial assistance from the Commission, and Grantee hereby gives assurance that measures to effectuate this agreement shall be immediately taken.

The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) as amended, which provides that "No otherwise qualified handicapped individual in the United States...shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving Federal financial assistance."

Section XII Anti-Kickback Act: The Grantee agrees to comply with federal Title 18, U.S.C. 874, the Anti-Kickback Act, which states in part: "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induced any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part of loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned no more than five years, or both."

Section XIII Anti-Lobbying: The Grantee agrees to comply with federal Title 18, U.S.C. 1913, which states in part: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or

assigned to influence in any manner a member of Congress for favor, oppose, by note or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.”

Section XIV Federal Requirements: The Grantee hereby provides assurance to the Commission on Culture and Tourism that the Grantee:

(a) Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability, including funds sufficient to pay the non-Federal matching share of project costs to ensure proper planning, management and completion of the project described in this Agreement.

(b) If the Project includes the acquisition, restoration, rehabilitation or stabilization of any real property, will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the Commission, and will record the Federal interest in the property according to Commission directives, and will include a covenant in the title of said real property which is the subject of said acquisition, restoration, rehabilitation or stabilization utilizing Federal assistance funds to assure nondiscrimination during the useful life of the project.

(c) If the Project includes the acquisition, restoration, rehabilitation or stabilization of real property, deliver to the Commission a deed or other legally sufficient instrument conveying to the Commission the benefits of such covenants, easements, and restrictions as required by the Commission, and to provide the Commission with appropriate evidence of the Applicant’s title to the property and such other supporting documentation as the Commission may require.

(d) If the Project includes the restoration, rehabilitation or stabilization of real property, will comply with the requirements of the Commission with regard to drafting, review and approval of construction plans and specifications. If the Project includes the restoration, rehabilitation or stabilization of real property, will comply with the Lead-Based Paint Poisoning Act (42 U.S.C. Section 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(e) If the Project includes the acquisition, restoration, rehabilitation, or stabilization of real property, will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 910646) which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases.

(f) If the Project includes the restoration, rehabilitation or stabilization of real property, will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a-276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), and the Contract Work Hours and Safety

Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

(g) If the Project includes the acquisition, restoration, rehabilitation or stabilization of real property, will comply with the flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a flood hazard area to participate in the program and to purchase flood insurance if the total costs of insurable construction and acquisition are \$10,000 or more.

(h) Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; and (2) notification of violating facilities pursuant to EO 11738; (3) protection of wetlands pursuant to EO 11990; (4) evaluation of flood hazards in floodplains in accordance with EO 11988; (5) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et. seq.); (6) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176c of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et. seq.); (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

(i) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271, et seq.) relating to protecting components or potential components of the national wild and scenic rivers system.

(j) Will comply with the National Historic Preservation Act of 1966 and the Native American Graves Protection and Repatriation Act of 1990.

(k) Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
