

HOMEOWNER REHABILITATION AGREEMENT BY AND AMONG

**THE STATE OF CONNECTICUT
ACTING BY THE DEPARTMENT OF HOUSING
(An Equal Opportunity Employer),**

[CONTRACTOR]

AND

[HOMEOWNER]

This **HOMEOWNER REHABILITATION AGREEMENT** (the “**Agreement**”) is made and entered into by and among the **STATE OF CONNECTICUT**, (hereinafter the “**State**”), acting herein by Evonne Klein, its Commissioner of Housing, (hereinafter the “**Commissioner**”), **[CONTRACTOR]**, a _____, with an office and principal place of business located at _____ (the “**Contractor**”) and **[HOMEOWNER]**, **[an individual][individuals]** with a primary residence located at _____ (**[individually and collectively,]**the “**Owner**”).

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property and the improvements thereon located at _____, _____, Connecticut being more particularly described and set forth on Schedule A attached hereto (hereinafter, the “**Premises**”);

WHEREAS, the Federal Disaster Relief Appropriations Act of 2013 (Pub. L. 113-2) allocated \$5,400,000,000 of Community Development Block disaster recovery funds (the “**Recovery Funds**”) for the purpose of assisting recovery in those areas declared a major disaster following Superstorm Sandy;

WHEREAS, the Department of Housing and Urban Development allocated certain of such Recovery Funds to the State for disaster recovery;

WHEREAS, the State is administering the Owner Occupied Rehabilitation and Rebuilding Program (the “**Program**”) with the Recovery Funds to reconstruct and rehabilitate homes damaged by Superstorm Sandy or to offer mitigation assistance;

WHEREAS, the Premises were damaged by Superstorm Sandy;

WHEREAS, the Owner has submitted an application to the State for financial assistance from the Program for the home and/or other property damage located on the Premises; and

WHEREAS, the State has selected and retained the Contractor to furnish all labor, materials, equipment and service necessary to reconstruct and rehabilitate the damaged Premises or to offer mitigation services in connection with the Premises (the “**Project**”); and

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Owner, the State has approved funding for the Project; and

WHEREAS, the Summary of Work for the Project is set forth on Schedule B.

WHEREAS, the State, the Contractor and the Owner desire to define the terms and conditions upon which such financial assistance will be made available and the Project will be completed;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State, the Contractor and the Owner hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Advance. The term “**Advance**” shall mean any advance of the Loan proceeds to be made hereunder.

1.2 Agreement. The term “**Agreement**” shall have the meaning given to such term in the Introductory Clause hereto.

1.3 Commissioner. The term “**Commissioner**” shall have the meaning given to such term in the Introductory Clause hereto.

1.4 Construction Budget. The term “**Construction Budget**” shall mean the budget and cost itemization for the Project, as approved by the State and the Construction Consultant.

1.5 Construction Consultant. The term “**Construction Consultant**” shall mean _____, or such other firm designated by the State.

1.6 Construction Schedule. The term “**Construction Schedule**” shall mean the schedule of work to be completed for the Project, as approved by the State and the Construction Consultant.

1.7 Contractor. The term “**Contractor**” shall have the meaning given to such term in the Introductory Clause hereto.

1.8 Costs. The term “**Costs**” shall mean the aggregate costs of all labor, materials, equipment, fixtures and furnishings necessary for completion of the Project and those costs incurred in connection with the Work Write-Up, as approved by the Construction Consultant and the State.

1.9 Event of Default. The term “**Event of Default**” shall have the meaning given to such term in Section 8.1.

1.10 Initial Advance. The term “**Initial Advance**” shall mean the first Advance of the Loan proceeds to be made hereunder.

- 1.11 Loan. The term “**Loan**” shall have the meaning given to such term in Section 2.1.
- 1.12 Mortgage. The term “**Mortgage**” shall have the meaning given to such term in Section 2.4.
- 1.13 Note. The term “**Note**” shall have the meaning given to such term in Section 2.1.
- 1.14 Notice of Default. The term “**Notice of Default**” shall have the meaning given to such term in Section 8.2(a).
- 1.15 Owner. The term “**Owner**” shall have the meaning given to such term in the Introductory Clause hereto.
- 1.16 Premises. The term “**Premises**” shall have the meaning given to such term in the Whereas Clauses hereto.
- 1.17 Program. The term “**Program**” shall have the meaning given to such term in the Whereas Clauses hereto.
- 1.18 Project. The term “**Project**” shall have the meaning given to such term in the Whereas Clauses hereto.
- 1.19 Project Documents. The term “**Project Documents**” shall mean this Agreement, together with all other documents and agreements executed by the Owner and/or the Contractor in connection herewith, as amended and in effect from time to time. For the purposes of this Agreement, the term “Project Documents” also includes the Bid Response Documents for Project # _____ OWNER, ADDRESS.
- 1.20 Requisition. The term “**Requisition**” shall mean a request for payment completed by or on behalf of the Contractor setting forth, among other things, (1) the amount of the Advance requested in each instance, (2) a statement, in a form acceptable to the State, of the Costs incurred to be paid with the requested payment and (3) proof of payment of all Costs covered by the previous Requisition. Requisitions shall be made no more frequently than once per month.
- 1.21 State. The term “**State**” shall have the meaning given to such term in the Introductory Clause hereto.
- 1.22 Work Write-Up. The term “**Work Write-Up**” shall mean all final drawings, plans and specifications prepared by the Contractor and approved by the State and the Construction Consultant, which describe and show the labor, materials, equipment, fixtures and furnishings necessary for the completion of the Project, including methods of application and standards for materials, the Construction Budget and the Construction Schedule. Once approved by the State and the Construction Consultant, the Work Write-Up shall not be modified without the consent of the State and the Construction Consultant.

ARTICLE 2 – FINANCIAL ASSISTANCE

2.1 Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits, to provide financial assistance to the Owner for the Project in the form of a loan in an amount not to exceed _____ and 00/100 Dollars (\$_____) (the “**Loan**”), which Loan shall be evidenced by a promissory note (the “**Note**”) from the Owner to the State. The parties acknowledge that the total development cost of the Project is \$_____ as detailed in Schedule C.

2.2 Use of Proceeds. The proceeds of the Loan shall be used for the rehabilitation, reconstruction and/or mitigation of the Premises, in accordance with the Work Write-Up. Advances of the Loan shall be made directly to the Contractor, pursuant to the terms of Section 2.7.

2.3 Interest. The Loan shall bear interest at a rate of zero percent (0.0%) per annum.

2.4 Security. The Loan shall be secured by an Open-End Construction Mortgage Deed on the Premises in form and substance satisfactory to the State (the “**Mortgage**”).

2.5 Maturity. The Loan shall mature on the five (5) year anniversary of the date of this Agreement (the “**Maturity Date**”). On the Maturity Date, there shall become absolutely due and payable to the State, and the Owner shall pay to the State, the principal amount of the Loan outstanding on the Maturity Date subject to the terms of Section 2.6 hereof.

2.6 Loan Forgiveness. Notwithstanding the foregoing, provided that during the term of the Loan (i) no Event of Default (as defined herein) shall have occurred, (ii) the Premises shall have served as the primary residence of the Owner and (iii) there shall have been no sale, conveyance, pledge, foreclosure or transfer of any kind or nature of the Premises or any part thereof, whether voluntary or involuntary, excepted as otherwise permitted herein, the principal amount due under the Loan shall be forgiven in its entirety on the Maturity Date.

2.7 Advances. Subject to the provisions of this Agreement, the State will advance and the Contractor will, on behalf of the Owner, accept Advances of the Loan in installments. Advances shall be made to reimburse the Contractor for work completed on the Project. The Initial Advance will be made upon the satisfaction of the applicable conditions set forth in Section 3.1 and all subsequent Advances shall be made thereafter upon the satisfaction of the applicable conditions set forth in Section 3.2, in amounts which shall be equal to the aggregate amount of the Costs incurred by Contractor in connection with the Project through the end of the period covered by the Requisition, subject to any retainage held by the State; provided, however, that such amounts, in the aggregate, shall in no event exceed the principal amount of the Loan not yet advanced hereunder. The Initial Advance and all subsequent Advances shall be in accordance with the Construction Budget. Any Costs that are not contemplated by or that exceed those Costs provided for in the Construction Budget are the sole responsibility of the Owner and

shall not be paid for with the proceeds of the Loan. Advances shall be made no more frequently than once per month.

2.8 Commencement of Construction. No work shall commence on the Project until (a) the Work Write-Up has been delivered to and approved by the State and the Construction Consultant and (b) the State has delivered a Notice to Proceed to the Contractor and the Contractor has acknowledged receipt of the same.

2.9 Subordination. If, during the term of this Agreement, the Owner wishes to refinance an existing mortgage on the Premises, the State may consider entering into a subordination agreement in connection with such refinancing if, and only if, the State determines that such subordination will not unduly endanger its mortgage lien on the Premises.

ARTICLE 3 – CONDITIONS PRECEDENT

3.1 Conditions to the Initial Advance. The State shall not be obligated to make the Initial Advance unless and until the following conditions shall have been satisfied:

- (a) There shall exist no Event of Default;
- (b) The representations and warranties made by the Contractor and the Owner herein shall be true and correct on and as of the date of the Initial Advance;
- (c) Copies of any and all authorizations and permits required for the Project shall have been delivered to the State and approved by the Construction Consultant;
- (d) A Requisition shall have been delivered to the State and approved by the Construction Consultant;
- (e) The Work Write-Up, including the Construction Budget and the Construction Schedule, shall have been delivered to the State and approved by the Construction Consultant; and
- (f) Satisfactory evidence of the expenditure of all other sources of funding for the Project shall have been delivered to the State.

3.2 Conditions to Subsequent Advances. The State shall not be obligated to make a subsequent Advance unless and until the following conditions shall have been satisfied:

- (a) There shall exist no Event of Default;
- (b) The representations and warranties made by the Contractor and the Owner herein shall be true and correct on and as of the date of such Advance of the Loan Proceeds;

- (c) A Requisition shall have been delivered to the State and approved by the Construction Consultant;
- (d) The Contractor shall have delivered labor releases and lien waivers from all contractors, subcontractors or suppliers in form and substance satisfactory to the State for all work covered by the prior Advance;
- (e) The Construction Consultant shall have delivered to the State confirmation that the Project, as completed to date, is in compliance with the Work Write-Up; and
- (f) Prior to the final Advance to the Contractor, the Contractor shall have provided to the State, a release of all mechanic's liens and other material liens.

ARTICLE 4 – OWNER'S REPRESENTATIONS AND WARRANTIES

The Owner represents and warrants as follows:

4.1 Ownership of the Premises. The Owner was the owner of record of the Premises on October 29, 2012 and remains the record owner of the Premises as of the date of this Agreement.

4.2 Primary Residence. On October 29, 2012, the Premises served as the Owner's primary residence.

4.3 Damage to the Premises. The damage to the Premises requiring the reconstruction, rehabilitation and/or mitigation was a result of the effects of Superstorm Sandy.

4.4 Payment of Existing Obligations. All property tax payments with respect to the Premises, any and all mortgage payments with respect to the Premises and any and all child support payments of the Owner are current.

4.5 Insurance. The Owner maintains hazard insurance and flood insurance in amounts acceptable to the State, as described more fully in Exhibit A.

4.6 Representations in Project Documents. All statements contained in any certificate, financial statement or other instrument delivered by or on behalf of the Owner pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Loan. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Owner is a party, when delivered, will be legal, valid, and binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

4.7 Compliance with Existing Agreements. The Owner is not in default under any existing agreement with or any program administered by the State of Connecticut, acting by and through its Department of Housing or its Department of Economic and Community Development, the Connecticut Housing Finance Authority or United States Department of Housing and Urban Development.

ARTICLE 5 – COVENANTS OF THE OWNER

The Owner covenants as follows, and further covenants that on and after the date of this Agreement and for so long as this Agreement or any clause hereof shall remain in effect:

5.1 Continuing Accuracy of Representations and Warranties. The Owner shall cause all of the representations and warranties made herein to be continuously true and correct.

5.2 Payment of Existing Obligations. The Owner will pay and discharge promptly when due and payable all mortgage payments, child support payments, taxes, assessments and governmental charges levied or imposed upon the Owner, the Premises, or any part thereof, or upon the Owner's income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon the Premises, provided that such charges need not be paid while being contested by the Owner in good faith and by appropriate legal proceedings so long as the Owner's right to use, the Premises is not materially and adversely affected thereby.

5.3 Access to the Premises. Following prompt notice to any and all tenants who may be residing on the Premises, the Owner shall allow the State, the Construction Consultant and the Contractor to enter the Premises upon twenty-four (24) hour notice to the Owner for purposes of inspection and to complete the work on the Project. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities (such as lights, heat and water) as needed to complete the Project.

5.4 Monitoring Work in Progress. The Owner shall monitor the work in progress on the Project on a daily basis and is responsible for notifying the State in writing should any deficiencies in workmanship become apparent.

5.5 Scope of the Project. The payment of costs associated with any rehabilitation, alterations, improvements, demolition, or construction work of any kind, which is in addition to that work contained in the Work Write-Up, shall be the sole responsibility of the Owner. This may include work performed by the Owner, the Contractor or any other contractor.

5.6 Additional Costs Above the Loan. Any amounts in excess of the amount of the Loan that may be necessary to cover the cost of the Project, as set forth in the most recently approved Construction Budget, shall be the responsibility of the Owner and shall not be covered by the Loan.

5.7 Subrogation. The Owner will report to the State any insurance proceeds and/or federal benefits that the Owner may receive with respect to the reconstruction and rehabilitation

of the Premises within one (1) month of his receipt of the additional proceeds and/or benefits and that he will repay to the State any funds that are determined to be duplicative, in accordance with that certain Subrogation Agreement, dated as of the date hereof, by and between the Owner and the State.

5.8 Environmental Laws. The Owner indemnifies and holds harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorney's fees, arising out of or in connection with the presence of hazardous waste on or in any of the Premises or any lien or claim under Conn. Gen. Stat. section 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, which indemnity shall survive foreclosure of the Mortgage, payment in full of the Loan, and termination and/or release of the Project Documents.

5.9 Costs Incurred by the State. The Owner shall pay all taxes or duties levied or assessed upon said sum against the State, the obligation evidenced hereby or the collateral securing the same and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby or in any action to enforce the State's rights in the Premises granted under the Mortgage upon the happening of an Event of Default as provided for in the Project Documents or in protecting or sustaining the lien granted in connection with this Agreement or in the Mortgage or in any litigation or controversy arising from or connected with the Project Documents.

5.10 Indemnification. To the fullest extent permitted by law, the Owner will indemnify and hold harmless the State and its respective officers, agents, servants, employees, boards and commissions from and against any and all claims, damages, losses, expenses, attorney's fees, and compensation for personal injuries (including death to him and any other person) and damage to property, real or personal, including, but not limited to, the Premises, caused or alleged to have been caused, by the acts or omissions of the State, and/or its agents, including the Contractor or anyone directly or indirectly employed by it, as a result of this Agreement, formation of the construction contract, design, construction and performance of work on the Premises, maintenance of said work, and anything related to participation in this Program as specified in the various Project Documents.

5.11 Lease of the Premises. If the Premises consist of two (2) to four (4) single-family units, the Owner may lease such units, other than those units which the Owner occupies, provided that the Owner shall comply with all local, state and federal laws in connection with such leasing, including, but not limited to, all applicable provisions of Sections 8-33ee-1 through 8-37ee-17 and Sections 8-37ee - 300 through 8-37ee - 314 of the Regulations of Connecticut State Agencies related to fair housing choice and racial and economic integration, and the Fair Housing Act, 42 U.S.C. § 3601, et seq. as amended.

5.12 Antidisplacement and Relocation Assistance Plan. If applicable, the Owner shall provide to the State with a residential antidisplacement and relocation assistance plan and will comply with the plan if persons are displaced as a result of the Project, including compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq. as amended.

5.13 Notification of Event of Default by Owner. The Owner shall notify the State promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Owner or the Premises are subject and of the actions the Owner intends to take in order to cure such default in a timely manner.

ARTICLE 6 – COVENANTS OF THE CONTRACTOR

The Contractor covenants as follows, and further covenants that on and after the date of this Agreement and for so long as this Agreement or any clause hereof shall remain in effect:

6.1 Scope of the Project. All rehabilitation, alterations, improvements, demolition, and construction work of all kinds, shall be carried out in compliance with the Work Write-Up and all laws and ordinances (including, without limitation, all applicable state, local and federal building, zoning, environmental, historic preservation, cultural resources and safety and sanitary codes) and that the Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, necessary to complete the Project in a good and workmanlike manner. No change orders are to begin without the written approval of the State and the Construction Consultant.

6.2 Condition of the Premises. Throughout its works on the Project, the Contractor shall keep the Premises clean and orderly at all times. The Contractor shall remove all rubbish and debris from the Premises at the commencement of the rehabilitation as well as that resulting from the performance of said work and legally dispose of same. No burning will be permitted on the Premises unless a permit for the same is obtained. Upon completion of the Project, the Contractor shall remove all temporary construction equipment, salvage materials, trash and debris of all kinds and shall repair, at its own expense, any damage caused to the Premises by the Contractor or any of its subcontractors, employees or agents, leaving the Premises in a neat condition, ready for occupancy.

6.3 Permits and Licenses. The Contractor shall, at its own expense, give any required notice and obtain all permits and licenses required for the completion of the Project prior to the commencement thereof.

6.4 Construction Schedule. The Contractor shall commence its work on the Project no later than _____ (____) days from the date of this Agreement and shall carry out its work with diligence and continuity in a good and workmanlike manner in accordance with the Construction Schedule. All construction on the Project shall be completed by no later than _____ (the “**Construction End Date**”). If the Contractor fails to complete the work by the Construction End Date, the Contractor shall pay to the State, liquidated damages in the amount of \$100.00 per day for each day following the Construction End Date until the completion of the Contractor’s work on the Project.

6.5 Insurance. The Contractor shall carry or require that there be carried insurance in accordance with the requirements set forth on Exhibit A hereto.

6.6 Guaranty of Project Work. The Contractor guarantees the work against any defects in workmanship, materials, equipment and design furnished by the Contractor and not related to maintenance for a period of one (1) year from the date of the Construction Consultant's final inspection report; certifying that work was completed in an acceptable manner consistent with Work Write-Up. The Contractor shall promptly remedy any defects in the work performed at its own expense, and pay for any damage the Premises resulting from defects or neglect in the Project work. This will be effective during the period of time covered by this guarantee. Neither the final certificate or payment nor any provisions in this Agreement shall constitute an acceptance of work not done in accordance with the Work Write-Up, or relieve the Contractor of liability with respect to any expressed warranties or guarantees or responsibility for faulty materials or workmanship. After the first year, it is the Owner's responsibility to repair and maintain completed work on the Premises.

6.7 Warranty of Title. Materials, supplies or equipment purchased by the Contractor on account of the Owner shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated as part of the Project and upon completion of the Project, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by it to the Owner free from any claims, liens or charges.

6.8 Title to Completed Work. The title to the completed Project work and of all materials and supplies on account of which any payment has been made on behalf of the Owner shall be in the name of the Owner.

6.9 **[Payment and Performance Bonds. The Contractor shall furnish to the State upon its request, payment and performance bonds in form and substance satisfactory to the State.] [Include only if Loan amount is greater than or equal to \$100,000]**

6.10 Anti-Kickback Regulation. The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 984, Stat. 62, Stat. 862; Title 18 U.S.C. Sec. 874; and Title 40 U.S.C., Sec. 276C), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts, to insure compliance therewith by all subcontractors subject to, thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

6.11 Indemnification. To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the State and its respective officers, agents, servants, employees, boards and commissions from and against any and all claims, damages, losses, expenses, attorney's fees, and compensation for personal injuries (including death to him and any other person) and damage to property, real or personal, including, but not limited to, the Premises, caused or alleged to have been caused, by the acts or omissions of the State, and/or its agents,

including the Contractor or anyone directly or indirectly employed by it, as a result of this Agreement, formation of the construction contract, design, construction and performance of work on the Premises, maintenance of said work, and anything related to participation in this Program as specified in the various Project Documents.

ARTICLE 7

LAWS, REGULATIONS, RULES AND EXECUTIVE ORDERS

7.1 Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the Project, the Contractor and the Owner shall each comply with all pertinent provisions of local, state and federal law applicable to it and/or its properties and/or its business, and maintain its property in good repair. Failure to do so shall constitute an Event of Default under this Agreement. The Contractor and the Owner each agree to provide each labor union or representative of workers with which such Contractor or Owner has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor or Owner 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 such Contractor's or Owner's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

7.2 For the purposes of Section 7.3:

(a) **“Commission”** means the Commission on Human Rights and Opportunities;

(b) **“Contract”** and **“contract”** means this Agreement and any extension or modification of this Agreement;

(c) **“Contractor”** and **“contractor”** means the Owner, the Contractor, Owner's and/or the Contractor's architect, consultants, general contractor or any vendor, supplier or subcontractor of the Owner and/or Contractor or of the general contractor and any successors or assigns of the same;

(d) **“Gender identity or expression”** means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

(e) **“Good faith”** means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(f) “**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;

(g) “**Marital status**” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(h) “**Mental disability**” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

(i) “**Minority business enterprise**” means any small contractor or supplier of materials fifty-one percent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise and (iii) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(j) “**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.

For purposes of Section 7.3, the terms “Contract” and “contract” do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

7.3 Specific Provisions. Specifically, but not by way of limitation, each of the Owner and the Contractor agrees to the following:

(a) Compliance with Nondiscrimination and Affirmative Action in accordance with Connecticut General Statutes section 4a-60.

(i) The contractor agrees and warrants that in the performance of the Contract such contractor 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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; and the contractor 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (c) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the contractor 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 contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(ii) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(iii) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(iv) The contractor shall include the provisions of subsection (a)(i) 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor 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 Connecticut General Statutes § 46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor 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.

(v) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(b) Further Agreements re Compliance with Nondiscrimination.

(i) The contractor agrees and warrants that in the performance of the Contract such contractor 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 when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(ii) The contractor shall include the provisions of subsection (b)(i) 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor 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 Connecticut General Statutes § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor 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.

(c) Campaign Contribution and Solicitation Prohibitions. For all State contracts as defined in C.G.S. sec. 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. This notice, is attached hereto as Exhibit B, and is made a part hereof.

(d) Compliance with Executive Orders.

(i) Executive Order No. 3. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor

Commissioner for violation or of 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 Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three 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 Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Owner and the Contractor each agree as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(ii) Executive Order No. 7C. This Agreement is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. 7C.

(iii) Executive Order No. 14. This Agreement is subject to Executive Order No. Fourteen of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Fourteen.

(iv) Executive Order No. 16. This Agreement is subject to, and Owner and the Contractor each hereby agree to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(v) Executive Order No. 17. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning listing of employment openings, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen 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 Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(vi) Executive Order No. 11247. This Agreement is subject to the provisions of Executive Order No. 11247 of President Lyndon B. Johnson promulgated September 24, 1965, as amended, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the United States' Secretary of Labor for violation of or

noncompliance with said Executive Order No. 11247, notwithstanding that the Secretary of Labor may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. 11247 is incorporated herein by reference and made a part hereof.

(e) Compliance with Section 3 of the Housing and Urban Development Act. This Agreement is subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (“**Section 3**”), and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the Department of Housing and Urban Development (“**HUD**”) for violation of or noncompliance with said Section 3, notwithstanding that HUD may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Section 3 is incorporated herein by reference and made a part hereof.

ARTICLE 8 - DEFAULT

8.1 Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an “**Event of Default**”):

(a) Breach of Agreement. If the Owner or the Contractor fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Owner or the Contractor abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(b) Misrepresentation. If any representation or warranty made by the Owner or the Contractor or caused to be made for the Owner or the Contractor in any of the Project Documents prove at any time to be incorrect in any material respect.

(c) Unpaid Judgments. If a judgment or judgments relating to the Premises for the payment of money shall be rendered against the Owner or the Contractor and any such judgment shall remain unpaid, unstayed on appeal, unbonded, undischarged or undismissed for a period of ninety (90) consecutive days.

(d) Receivership or Bankruptcy. If the Owner or the Contractor shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by the Owner or the Contractor for the purpose of effecting any of the foregoing.

(e) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the Premises.

(f) Lack of Adequate Security. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which significantly impairs the value of the Premises, or which materially affects the financial condition of the Owner, including, without limitation, if the Owner obtains any cash-out refinancing, home equity loans or any other financing that is secured by the Premises.

(g) Cancellation of Insurance. Failure of the Owner or the Contractor to keep in force all insurance required by this Agreement.

(h) Failure to Pay Debts. Failure of the Owner or the Contractor to pay any of its debts related to the Premises as such debts become due. Failure to pay when due and payable the principal of or interest on or any other amount owed with respect to any indebtedness for borrowed money related to the Premises upon which either the Owner or the Contractor is obligated to make payment, or the maturity of any such indebtedness shall have been accelerated in accordance with the provisions of any agreement or instrument providing for the creation of or concerning such indebtedness, or any event shall have occurred and be continuing after any applicable cure period which would permit any holder or holders of such indebtedness, any trustee or agency acting on behalf of such holder or holders or any other person so to accelerate such maturity.

(i) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

8.2 Events in Instances of Default.

(a) Notice of Default. If the Owner or the Contractor defaults or shall commit or allow any breach of the Owner's or Contractor's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Event of Default hereunder, the State shall notify the Owner and/or the Contractor, as applicable, of the default in writing ("**Notice of Default**").

(b) Opportunity to Cure. Upon the occurrence of an Event of Default, the State may determine that permitting an opportunity to cure a default could jeopardize the Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the State may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the State may provide the Owner or the Contractor, as applicable, thirty (30) days after the Notice of Default, or such longer period of time as the State may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the State.

(c) Remedies. Upon the occurrence of an Event of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(i) To suspend all further payments by the State to the Contractor until such default is cured to the satisfaction of the Commissioner;

(ii) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Owner or the Contractor in this Agreement or the Project Documents;

(iii) With respect to an Event of Default resulting from the acts or omissions of the Owner, to declare the entire amount of the Loan to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Owner hereby agrees to repay immediately the entire unpaid principal amount of the Loan received;

(iv) The right to a writ of mandamus, injunction or similar relief against the Owner or the Contractor, as may be appropriate, because of such default or breach;

(v) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(vi) The State may collect costs associated with collection efforts as outlined in Section 5.9.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Nonwaiver. If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition. Nothing in this Agreement may be construed as a waiver or limitation by the State of the State's sovereign immunity.

9.2 Severance. If any court determines any provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

9.3 Agreement Date. This Agreement shall become effective as of the date the Commissioner or her designee affixes her signature hereto.

9.4 Originals. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

9.5 Multiple Owners. If there is more than one Owner, the obligations hereunder and under the Project Documents, shall be joint and several.

9.6 Notices. Any notice to the Owner pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the residence of the Owner, or at such other address as the Owner shall notify the State, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Owner at _____ or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner at 505 Hudson Street, 2nd Floor, Hartford, CT 06106. Any notice served upon the State, Department, or Commissioner under this Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.

9.7 Waivers by the Owner. The Owner and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

9.8 Gender, Number and Captions. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and, captions for sections are included only for reference and do not modify or effect the terms, conditions and provisions of any document, agreement or instrument.

9.9 Modification. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto. In the event that the Owner seeks modification in the form of a consent or a subordination to financing required by the Owner, the Owner shall request such modification in writing to the State not less than thirty (30) days prior to the date such modification is required. The Owner shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

9.10 Provision of Other Documents. Upon the request of the State, the Owner and/or the Contractor shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the State may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Loan in accordance with its terms, and to vest more completely in and assure to the State its rights under the Project Documents. Without limiting the generality of the foregoing, the Owner and the Contractor will join with the State in executing such financing statements, agreements, notices or other documents or instruments as the State shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the Premises. The Owner shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

9.11 Assignment. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Owner or the Contractor without the written consent of the State. Any assignment made without the written consent of the State shall be void and of no force or effect.

9.12 Survival of Representations. For the purposes of this Agreement, the term “Owner” and the term “Contractor” shall mean and include any successor or assigns of the Owner and the Contractor, respectively, including any representative of the Owner or the Contractor, as applicable, under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Owner and the Contractor in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Loan shall be considered to have been relied upon by the State and shall survive until the earlier of: (i) the Maturity Date; or (ii) repayment in full of the Loan. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Owner or the Contractor has the right or authority to assign its respective rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the State.

9.13 Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

9.14 Third Parties. This Agreement is between the State, the Contractor and the Owner only and shall not be relied upon by any third party. Without limiting the foregoing, the State shall have no liability to any party whatsoever (including, without limitation, the Owner and the Contractor, or anyone conducting business with any of the foregoing) in the event the State, for any reason at any time, determines not to advance the Loan or any portion thereof for any reason or otherwise exercises its rights under this Agreement or any other Project Documents.

9.15 Governing Laws. The laws of the State of Connecticut shall govern this Agreement and the Project Documents.

9.16 Jurisdiction. The Owner and the Contractor each agree that the execution of this Agreement and the other Project Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs, and the Owner and the Contractor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, her successors or assigns may commence hereunder or thereunder. Accordingly, the Owner and the Contractor each hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other Project Documents or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

9.17 Jury Trial Waiver. **EACH OF THE OWNER AND THE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR**

PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. EACH OF THE OWNER AND THE CONTRACTOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

9.18 Sovereign Immunity. The Owner and the Contractor each recognize that the State is sovereign and agree not to make any claims of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.

[remainder of page intentionally left blank; signature page follows]

[Signature Page to Assistance Agreement]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

OWNER:

[_____]

Dated: _____

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CONTRACTOR:

[_____]

By: _____

Name:

Title:

Duly Authorized

Dated: _____

STATE:

**STATE OF CONNECTICUT
DEPARTMENT OF HOUSING**

By: _____

Name: Evonne Klein

Title: Commissioner

Duly Authorized

Dated: _____

EXHIBIT A

OWNER INSURANCE REQUIREMENTS

(A) Owner shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

1) Property Insurance: The Owner shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program.

(B) Additional Insurance Provisions

- 1) The State of Connecticut Department of Housing, its successors and assigns, as their interests may appear, shall be named as a lender loss payee on the Property Insurance.
- 2) The Owner shall assume any and all deductibles in the described insurance policies.
- 3) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A- or equivalent or as otherwise approved by the State.

CONTRACTOR INSURANCE REQUIREMENTS

(A) Contractor shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- 1) Workers' Compensation Insurance: The Contractor shall maintain full and complete Workers' Compensation Insurance for all of its employees and those of its subcontractors engaged in work on the premises, in accordance with the local and state laws governing the same, in the minimum amounts of \$100,000 each accident, \$500,000 disease – Policy limit, \$100,000 disease – each employee.
- 2) General Liability Insurance: The Contractor shall furnish evidence of a comprehensive general liability insurance coverage with a combined single limit for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence, naming the Owner and the State as additional insured. This shall cover the use of all equipment, hoists and vehicles on the Premises not covered by any automobile liability policy. If the Contractor has a "claims-

made” policy, then the following additional requirements apply: (a) the policy must provide a retroactive date which must be on or before the execution date of this Agreement and (b) the extended reporting period may not be less than five (5) years following the Construction Completion Date.

- 3) Automobile Liability: The Contractor shall furnish evidence of Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability. This shall include owned vehicles, non-owned vehicles and employee non-ownership.
- 4) Cargo Insurance: The Contractor shall furnish evidence of all-risk cargo insurance, with a minimum limit of \$250,000 when the project involves raising a structure above the Base Flood Elevation.
- 5) Builders Risk: The Contractor shall maintain Builder’s Risk (fire and extended coverage) insurance providing coverage for the entire work at the project site, including all work in place, all materials stored at the building site, foundations and building equipment. Coverage shall be on a completed value form basis in an amount equal to the projected value of the project. The Contractor agrees to endorse the State of Connecticut and the Owner as Loss Payees.

(B) Additional Insurance Provisions

- 1) Each of the Owner and the State of Connecticut Department of Housing, and their successors and assigns, as their interests may appear, shall be named as an Additional Insured on the Commercial General Liability policy.
- 2) Described insurance shall be primary coverage and Contractor and Contractor’s insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
- 3) Contractor shall assume any and all deductibles in the described insurance policies.
- 4) Without limiting Contractor’s obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
- 5) Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a minimum Best Rating of A- or equivalent or as otherwise approved by the State.

Exhibit B
SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties-Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subsection, or (vi) a political committee established or controlled by an individual described in this subsection or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is

exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Schedule A

Legal Description of Premises

Schedule B

Summary of Work

Schedule C
State of Connecticut Department of Housing - CDBG-DR OORR Program
Financing Plan & Budget

Name of Owner:	
Project Number:	
Project Address:	
Name of Contractor	

PART A: SUMMARY OF PROJECT ACTIVITIES:	
<i>Scope of Work: Summary by Line Item/Activity.</i>	<i>Total Activity Cost</i>
Cleaning	\$
General Demolition	\$
Doors	\$
Permits, Fees & Lead Abatement	\$
Framing/Rough Carpentry	\$
Insulation-Mechanical	\$
Plumbing	\$
Painting	\$
Roofing	\$
Soffit, Fascia, Gutters, Downspouts	\$
Stucco & Exterior Plaster	\$
Temporary Repairs	\$
TOTAL PROJECT ACTIVITIES	\$

PART B: IDENTIFICATION OF OTHER FUNDING SOURCES			
Name of all other funding sources	Cash	Loan	Total
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
TOTAL ALL OTHER FUNDING SOURCES			\$

PART C: CDBG-DR RESOURCES FOR PROJECT ACTIVITIES COSTS	
1.	Total Project Costs (from Part A) \$
2.	Less Total Other Sources (from Part B) \$
3.	TOTAL CDBG-DR GRANT ASSISTANCE <i>(Line 1 less line 2)</i> \$

 Signature of Homeowner

 Signature of Homeowner

 Typed or Printed Name of Homeowner

 Typed or Printed Name of Homeowner

 Evonne Klein, Commissioner,
 Department of Housing