

EXHIBIT TO AIA DOCUMENT

A111 AGREEMENT BETWEEN OWNER AND CONTRACTOR

GOVERNMENTAL AND OTHER REQUIREMENTS

The Work to be performed by Contractor under this Agreement is for a project in which financial assistance is being provided by one or more government agencies, programs or authorities. Owner shall provide Contractor with a copy of (or relevant information relating to) any Federal, state or municipal requirements and may require Contractor to participate in meetings with or required by public authorities and to document, to the satisfaction of such authorities, Contractor's efforts to comply with the requirements specified below.

Contractor shall incorporate into all subcontracts any specific requirements of which Contractor has been made aware by Owner. Without limiting the foregoing, set forth below are certain specific requirements or limitations applicable to the Work and the Project.

The terms of this Exhibit, together with its attachments (if any), shall govern and control in the event of conflict or ambiguity with any other term, covenant or provision of the modified AIA A111 Owner-Contractor Agreement to which this Exhibit is attached or any of the "Contract Documents" referenced in such agreement.

1. It shall be the sole responsibility of Contractor to insure that no sub-contractor, sub-tier subcontractor or supplier is a person that is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 ("Debarment and Suspension"). (24 CFR 85.35)
2. Contractor shall timely and accurately provide to Owner the information needed, from time to time, by Owner in in order to fill the Contract and Subcontract Activity Form on HUD Form 2516 (8/98 version, or subsequently issued version).
3. Equal Employment Opportunity Requirements.
 - 3.1. Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual preference, religion, national origin, disability or marital or familial status. Further, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, sex, sexual preference, religion or national origin, disability or marital or familial status. Such actions shall include but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 3.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf Contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, sex, sexual preference, religion or national origin, disability or marital or familial status.
4. Section 3 Clause:
 - 4.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The

purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and that contracts for work in connection with the project to be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. Contractor agrees to make a good faith effort to fulfill these requirements, to document this effort and to provide copies of such documentation with each request for payment.

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

4.3. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

4.7. Contractor shall comply with the preceding Section 3 Clause and shall ensure that all subcontracts executed pursuant to this Agreement shall include the Section 3 Clause set forth above word for word without modification.