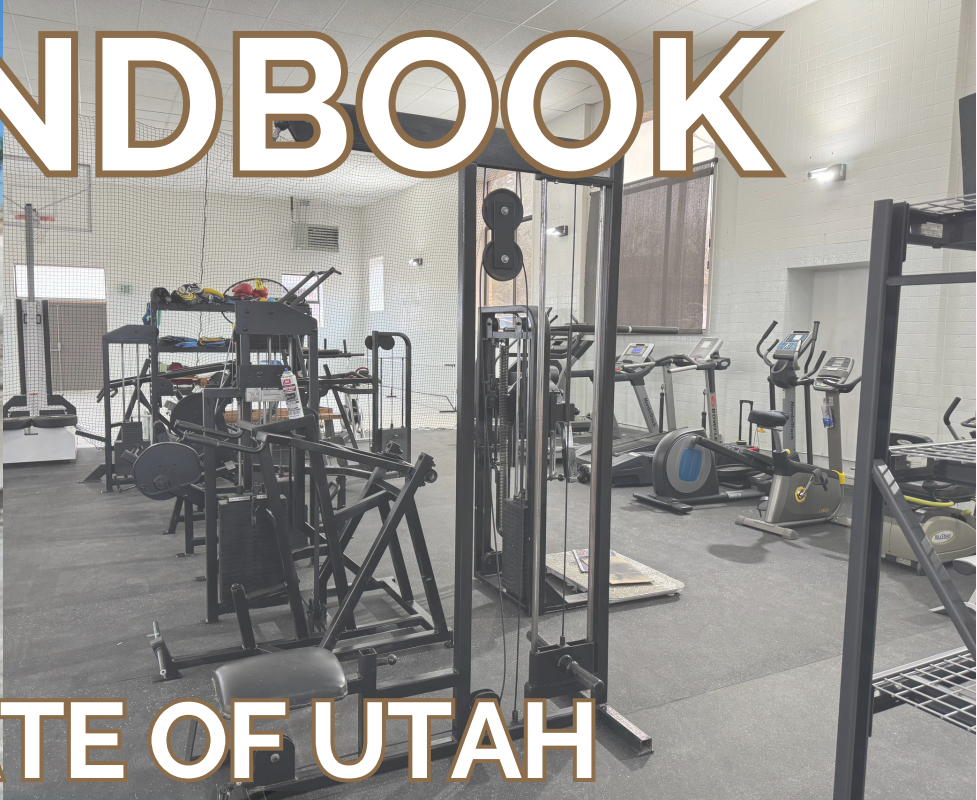




2024 GRANTEE

HANDBOOK



STATE OF UTAH



**COMMUNITY DEVELOPMENT
BLOCK GRANT**



It is against the law for the Department of Workforce Services (DWS), Housing & Community Development Division (HCD), or its sub-recipients of Federal financial assistance to discriminate against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526- 9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162.

**Utah Department of Workforce Services
Housing & Community Development Division**

140 East 300 South

Salt Lake City, UT 84111

www.jobs.utah.gov/housing/cdbg



2024 CDBG Project Checklist

#	✓	Review each step and check off once completed
1		Attend CDBG Grantee Workshop - 04/25/2024 - In person meeting
2		Post 2 nd public Hearing on State Public Meeting Notice Website and publish in local newspaper. Hold hearing prior to 05/31/2024 - Use the templates! Notify AOG rep so that the notice can be checked!
3		DO NOT COMMIT FUNDS! Begin preparing HUD Environmental Review Record (ERR) in WebGrants. Refer to Section C - Environmental Review. Submit Environmental Review Record (ERR) in WebGrants prior to 09/30/2024
4		Edit & Submit Final- (second) CDBG Application as directed by AOG Rep. Deadline: 05/31/2024 Be sure to attach signed copy of the entire application prior to submitting.
5		Set up project files (application/contract/construction/procurement, etc.) May 2024. See Section B - Program Structure.
6		Receive notification that state contract has been prepared and is ready for signature. Chief elected official will sign it electronically. Executed contract will be posted in WebGrants in <i>State Program Office Attachments</i> folder.
7		Request Davis-Bacon Wage Decision (Construction Projects) from CDBG staff (Julie) Refer to Section G - Labor Standards.
8		For construction projects not yet procured - Put project out to bid using procurement policies. Refer to Section F - Procurement Policy for more info. Reach out to CDBG Staff (Julie) for REQUIRED bid packet documents.
9		Attach all bid documentation in WebGrants in <i>Grantee Attachments</i> folder.
10		Contact state staff (Julie) for REQUIRED contractor clearance PRIOR to awarding construction contract. Ensure receipt of state's Notice to Proceed.
11		Schedule pre-construction meeting with state CDBG staff, prime contractor, and all sub-contractors prior to beginning any construction work.
12		Begin Project! Call CDBG staff with any questions or concerns.
13		For Construction projects only - Project manager must compare payrolls to Davis-Bacon and Employee Interviews before submitting in Webgrants. Attach weekly contractor payrolls and Employee Interviews in <i>Grantee Attachments</i> folder.
14		Submit <i>Claims for Reimbursement</i> in WHOLE dollars in WebGrants. Do not attach construction payrolls to claims. Claims will not be paid until accurate construction payrolls are attached in <i>Grantee Attachments</i> folder.
15		Notify CDBG staff when project is 90% complete. Monitoring will be completed prior to final payment to grantee.
16		Complete construction projects by 12/31/2025 and all other projects by 06/30/2025.
17		Submit Closeout Form in WebGrants and address any monitoring concerns.
18		Receive CDBG project monitoring exit letter from CDBG state staff.

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**SECTION A:
INTRODUCTION**

SECTION A – INTRODUCTION

Welcome to the State Small Cities Community Development Block Grant (CDBG) program, a federal program enacted by the U.S. Congress under the Housing and Community Development (HCD) Act of 1974 to help states and local governments in non-entitlement areas meet their housing and community development needs. This program is funded by the U.S. Department of Housing and Urban Development (HUD) through regulations found at 24 CFR 570.

The purpose of CDBG is “to assist in developing viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.”

The program is based upon local project development and prioritization by city and county elected officials. The process provides for maximum involvement of the public by establishing priorities set by local governments that are compatible with state and federal goals.

This handbook has been developed to assist grantees in every phase of their project. All grantees should work closely with their assigned State CDBG staff as their project activities are carried out. This handbook contains all the resources needed to properly manage a CDBG grant.

1. Federal and State Requirements

The federal and state requirements are a set of standards which must be followed. The requirements prevent conflicts of interest, waste, fraud and abuse in connection with public funds. At the same time, they mitigate negative environmental impacts and guarantee construction workers are paid a fair wage. They also guarantee equal treatment regardless of race, color, sex, religion, age, sexual orientation, income, national origin or disability. CDBG staff is legally obligated to know and adhere to these regulations and requirements.

CDBG staff recognize that the number of federal requirements may seem excessive but continue to make a concerted effort to keep impacts to a minimum and continue to emphasize simplification. Administrative requirements are only those necessitated by statute or regulation. Local record keeping will be limited to items necessary to comply with the law. This handbook summarizes the methods necessary to comply with the federal rules and regulations found in the HCD Act and other applicable laws, including U.S. Office of Management and Budget- 2 CFR 200 regulations.

2. CDBG Project Management Training

State CDBG staff has the responsibility for program development, threshold eligibility and compliance monitoring. The State desires to help each grantee comply with the varied program requirements so that auditors, the State and HUD are all satisfied that each project is in compliance with regulations and statutes. Therefore, it is necessary to establish a system for project management that will allow the State to meet its monitoring and reporting responsibilities and simplify the system wherever possible.

3. Grantee Handbook and Training Format

Materials are organized chronologically based on project development and CDBG program requirements. Instructions, checklists and templates are included.

Your responsibilities include financial management, preparation of an environmental review record, labor standards, civil rights laws, acquisition and relocation laws (if applicable), audits, monitoring, and the closeout process. State requirements include the establishment of local project control, reporting, monitoring oversight, timeframes, and contract execution. The materials are designed so that you can reference the information continuously throughout the life of the project. There may be a significant period of time-lapse between the workshop and when the project progresses. These resources will help serve as a reminder to you on the ins and outs of what, when and how to administer this grant successfully.

4. Technical Assistance

Grantees may contact any State CDBG staff for technical assistance.

State of Utah - Department of Workforce Services Housing & Community Development Division (HCD) 140 East 300 South Salt Lake City, Utah 84111 https://jobs.utah.gov/housing/community/cdbg/index.html 		
Name–Title / Responsibility	Phone	E-Mail
Zach Leavitt – Program Manager	(435) 633-5252	zleavitt@utah.gov
Nicole Kerr – Program Specialist; Assigned to the Mountainland AOG, Uintah Basin AOG, and Southeastern Utah ALG (SERDA)	(385) 321-4670	nkerr@utah.gov
Julie Tuimauga – Program Specialist; Assigned to Wasatch Front Regional Council and Bear River AOG; Labor Specialist	(385) 391-8017	jtuimauga@utah.gov
Tamara Dockstader – Program Specialist; Assigned to the Five County AOG and Six County AOG (R6 Regional Council)	(385) 395-7715	tdockstader@utah.gov
Jennifer Domenici – Assistant Director; Housing and Community Development	(801) 803-3173	jdomenici@utah.gov
Sarah Moore – Environmental Specialist	(801) 834-4609	smmoore@utah.gov
Trevin Morgan – DWS Contract Analyst	(801) 526-4316	trevindmorgan@utah.gov
Janell Quiroz – HCD Administrative Assistant	(801) 759-7628	jquiroz@utah.gov

**SECTION B:
PROGRAM STRUCTURE**

SECTION B—PROGRAM STRUCTURE

1. Designation of Local Project and Fiscal Manager

Each grantee must designate a project manager for the entire contract period. They will manage the project and will be responsible for all program compliance. This person should be a staff member or a consultant under a separate contract.

A project manager should not be subject to local elections during the 18-month period the contract is in effect. The project manager must be involved directly in the day-to-day oversight of the project and will handle all project management issues. The administration of a CDBG grant is a time-consuming effort; consequently, elected officials and leadership should be sensitive to the time demands and relieve the manager of other duties as necessary.

In the event that there is a need to change who is the Project and/or the Fiscal Manager, it is imperative that State CDBG staff are notified immediately. This will help ensure that there is adequate support for the transition of responsibilities with regards to CDBG funds.

Grantees electing to pass a grant through to a non-profit or similar organization must remember that the jurisdiction is legally responsible for maintaining all required documentation and for compliance with all state and federal laws. Monies can be passed through, but legal responsibilities cannot!

In the event the grantee is passing through funds to a sub-grantee, the grantee must also designate a person (fiscal agent) who has power to receive and disburse funds. Accurate records of all deposits, receipts and expenditures associated with CDBG must be maintained.

In the event that there is a need to change who is the fiscal agent, it is imperative that the State CDBG staff are notified immediately. This will help ensure that there is adequate support for the transition of responsibilities with regards to CDBG funds

2. Program Management

If a grantee desires to contract administration to a third party, three options (in no particular order) should be considered:

- a. An engineer or architect, especially one who is familiar with the design of the project or similar projects, who should be contracted for full project compliance
- b. The Association of Governments (AOG), who may be able to offer a greater level of experience at a lower cost
- c. Another entity such as a professional consultant, who may be contracted

3. Identify Local Requirements

Each grantee may be subject to local rules and regulations specific to their jurisdiction. Prior to starting a project, the project manager must review local ordinances to determine if other regulations may apply. For example, if the local government has adopted the Uniform Building Code, all building construction or housing rehabilitation activities must conform to this code.

Legal counsel for the grantee should review the scope of work outlined in the state contract to ensure legal authority under Utah Law to undertake the activities described.

4. Preparation of Grantee File

Establishing both electronic and hard copy files is critical to project success, monitoring and public review. **Documentation to support compliance is mandatory!** Continually updating information will allow final monitoring to be successful. Files should include:

a. Application File

- i. CDBG Application, including project 'Before' pictures
- ii. Two notices of public hearings to document grant application and award, and minutes from those public meetings
- iii. Slum/Blight Resolution (if applicable)
- iv. Commitment letters from non CDBG funding sources or other funding verification
- v. Residential Anti-displacement Plan

b. Contract File

- i. Award letter
- ii. An executed copy of the grant contract between the grantee and State
- iii. All contract amendments
- iv. Cooperative agreement between jurisdiction and sub-grantee (if applicable)

c. Financial Management File

- i. If the grantee is using grant funds for administration purposes, then all payroll records for local staff administering the contract, including time sheets and attendance records
- ii. Bank statements showing payments to contractors or deposits of funds passed through to sub-recipient
- iii. A copy of the general ledger or equivalent
- iv. Documentation of all expenditures including invoices and cancelled checks
- v. Proof of receipt of payment from the State—copy of the State checks or EFT statement
- vi. Documentation of receipt and deposit of State funds
- vii. Annual financial audit reports (e.g., single audit)
- viii. Written Purchasing and Financial Policies and Procedures
- ix. Certification of Expenditures signed by an official that is authorized to legally bind the non-federal entity

d. Professional Services (if applicable)

- i. Request for Proposal (RFP)
- ii. Consultant contract
- iii. Engineering/architectural contract
- iv. Proof of Procurement, and clearance from the State

e. Environmental Review File

- i. Documentation of grantee’s Environmental Certifying Officer (ECO), if required
- ii. Environmental checklist and supporting documents
- iii. Public notices, if applicable
- iv. Environmental clearance letter from the HCD Environmental Review Specialist
- v. Any miscellaneous correspondence, notes, etc.

f. Construction File* (if applicable)

- i. Proof of procurement, including efforts to invite Section 3 and Minority and Women Owned Business Enterprises to bid
- ii. Bid specifications
- iii. Bid advertisement/proof of publication
- iv. Bid tabulation
- v. Contractor clearance letter from the State
- vi. Construction contract
- vii. Pictures of the Department of Labor posters, including the Davis-Bacon wages posting displayed at worksite
- viii. Section 3 documentation
- ix. “No New Hires” Certification or documentation of any new employees hired to complete the project
- x. Apprentice certification for any apprentice on the job as well as the wage schedule
- xi. Build America, Buy America (BABA) documentation, evidence, and certifications

g. Labor Standards File* (if applicable)

- i. Davis-Bacon wage determination
- ii. Pre-construction meeting minutes
- iii. Pictures of the Department of Labor posters, including the Davis-Bacon wages posting displayed at worksite
- iv. Certified weekly contractor payroll signed and sorted numerically by contractor
- v. Certified employee interview forms
- vi. Section 3 Certification for eligible employees - employer certified or self-certified

**The Construction and Labor file may be maintained collectively if the grantee desires. The grantee may find it easier to access information if it is separated, especially for complex construction projects.*

h. Fair Housing and Equal Opportunity* (Civil Rights)

- i. List of city/county-owned buildings.
- ii. Title II Americans with Disability Act accessibility survey of existing facilities—refer to ADA 2010 Design Standards.
- iii. Copy of grantee’s Equal Employment Opportunity Employer (EEOE) resolution
- iv. Documentation of EEO compliance when advertising for jobs
- v. Personnel policies/procedures—available for review

- vi. Documentation of ADA Coordinator (jurisdictions with 50 or more employees)
- vii. Documentation of Section 504 Coordinator (jurisdictions with 15 or more employees)
- viii. Documentation of jurisdiction’s Language Access Plan
- ix. Section 504 Grievance Procedure
- x. Documentation of jurisdiction’s Effective Communication policies and procedures

** CDBG and AOG staff encourage grantees to adopt the Civil Rights Policies and Procedures that are outlined in the CDBG Application Policy & Procedure Manual. CDBG applicants can receive up to two extra points on their application for adopting these policies.*

i. Closeout

- i. Project “After” pictures
- ii. Submitted closeout form in WebGrants 3
- iii. Monitoring letter from the State

Additional files are needed for the following project types:

j. Housing Rehabilitation Files

This file must contain a copy of the program policies and procedures for conducting the Housing Rehabilitation Program. Each project must have its own file with contracts, inspection reports, and environmental clearance letter and contractor procurement data.

k. Acquisition of Real Property, Water Rights or Easements:

- i. Notice of exemption, if appropriate
- ii. Preliminary acquisition intent letter
- iii. Preliminary Acquisition Notice - Evidence of receipt
- iv. Appraisal and review appraisal Copy of the appraisal
 - a. Proof that a qualified independent appraiser was utilized
 - b. Evidence the owner was invited to accompany the appraiser
 - c. Evidence of receipt of the appraisal
 - d. Proof of review appraisal performed
- v. Environmental Review
- vi. Purchase offer, final purchase offer
- vii. Evidence of receipt of letters by seller
- viii. Correspondence with owner, negotiations
- ix. Deed, title evidence
- x. Closing documents—Settlement Statement
- xi. Proof of payment
- xii. Rental Agreement (if applicable)
 - a. Proof the rental is at fair market value
- xiii. Appeals
- xiv. Copies of any payment or incidental expenses or certain litigation expenses

**SECTION C:
ENVIRONMENTAL REVIEW**

Environmental Review Checklist

#	✓	<p>Do NOT alter the project site, commit funds, or make project purchases prior to receiving Environmental Clearance.</p> <p style="text-align: center;">Failure to follow these steps will result in the CDBG grant being terminated.</p> <p style="text-align: center;">Review each step and check off once completed</p>
1		Begin the environmental review record (ERR) NOW. The state contract cannot be executed until the project receives environmental clearance.
2		Records and clearance for Exempt Activities will be completed by state staff. More significant activities need a record started by the Grantee, and signed by the Organization's Elected Official as the Environmental Certifying Officer.
3		Log into WebGrants3 and click <i>My Environmental Reviews</i> on the main menu. WebGrants3 navigation steps instructions are at the end of this section.
4		Click the <i>Add</i> button at the top task bar to get started. Complete the ERR based on the OVERALL OUTCOME of the project, not just activities undertaken.
5		On the General Information page choose the right project type, and the correct environmental review checklist(s) will appear on the component page/homepage. Project Types are classified as <i>Exempt</i> ; <i>Categorically Excluded (Cat X Subject To, or Cat X Not Subject To)</i> ; or an <i>Environmental Assessment</i> . Special circumstances could initiate a Supplemental Assistance type.
6		Follow the Checklist Instructions in this book associated with the project type/category. Responses to items should address each regulation individually as if the consumer has no knowledge of the project or the governing regulation.
7		Resources for responses and evidence gathering can be accessed from WebGrants3 checklists/components while preparing the Environmental Review using the link: Click HERE for checklist instructions and other resources or at: https://jobs.utah.gov/housing/environmentalreview/index.html
8		Enter comments <i>first</i> before attaching any supporting documents. Comments must address the item clearly. Do NOT enter 'see attachment'.
9		Contact Sarah Moore at (801) 834-4609 with any questions.
10		Be sure to click <i>Submit</i> when finished. State CDBG staff will be notified automatically when the ERR is submitted.
11		If there are problems with the environmental review, you will be contacted by state staff.
12		When the ERR is reviewed & approved, an environmental clearance letter will be sent.
13		Refer to step #5 in the CDBG Project Checklist inside the front cover of this handbook to move forward with your project after receiving Clearance.

SECTION C—ENVIRONMENTAL REVIEW

1. Overview—Environmental Review Regulations

24 CFR Part 58.30 Environmental review process.

(a) The environmental review process consists of all the actions that a responsible entity must take to determine compliance with this part. The environmental review process includes all the compliance actions needed for other activities and projects that are not assisted by HUD but are aggregated by the responsible entity in accordance with § 58.32.

(b) The environmental review process should begin as soon as a recipient determines the projected use of HUD assistance.

The environmental review required by HUD programs covered by these regulations include: CDBG, RHP, Section 8, Indian Housing, Emergency Solutions Grant (ESG), HOPWA, CoC, HOME and HTF.

It is critical that all grantees understand the following information:

- ✓ The Environmental Review Record (ERR) is a public document prepared by the CDBG grantee - in the capacity of the Responsible Entity (RE).
- ✓ All grantees receiving HUD funds must prepare an environmental review on the **whole project**, not just the portion of the project that will be funded with HUD funds.
- ✓ Funds may not be committed for a HUD-funded project until an environmental clearance letter is received from the HCD environmental review specialist.
- ✓ Committing or expending funds prior to receiving environmental clearance will result in forfeiture of the grant.
- ✓ For CDBG, the Grantee's Elected Official (Mayor, Commissioner, etc.) bear all legal responsibility for HUD environmental compliance as the Certifying Officer.

Before contracting with the state, CDBG grantees must comply with **24 CFR PART 58** by completing the following **THREE** steps:

- a. Prepare and submit electronically, an Environmental Review Record (ERR) to the state via the WebGrants system.
- b. Publish any required public notices and submit documentation to the state, if required.
- c. Receive environmental clearance letter from state CDBG staff for all activities associated with the project.

After Contracting, CDBG grantees must comply with:

- a. 24 CFR 58.22(d) - for Real Estate Acquisition projects, including Homeowner down payment assistance - allow for an conditional agreement subject to a determination by the recipient on the desirability of the property for the project as a result of the completion of the environmental review in accordance with 24 CFR Part 58 for the purchase of land that may have not been identified when State Contract was executed, AND the cost of the option is a nominal portion of the purchase price. The Responsible Entity (RE) must complete the environmental review of the project and receive approval of a Request for Release of funds before the State provides its written determination that the purchase of the property may proceed. For conditional contracts, HUD does not allow for flexibility for a non-refundable deposit - if a deposit is nonrefundable, it must be \$1000 or less for single family property and 3% of the purchase price for multifamily projects.

The conditional purchase for property includes these requirements:

- The structure is not located in a Special Flood Hazard Area
 - The purchase contract includes appropriate language for a conditional contract
 - No transfer of title to the purchaser or removal of environmental conditions in the purchase contract occurs unless the RE determines, on the basis of the ERR, that the transfer to the buyer should go forward and the RE has obtained approval of a RROF and Clearance.
- b. 58.22(b) Single Family Housing Rehabilitation Activities - The Responsible Entity (RE) must complete the environmental review (likely a Category X type) of the property and receive Approval/Clearance before the State provides its written determination that the Rehab activities on the property may proceed.
 - c. 24 CFR 58.18 - Post review actions on environmental reviews and monitor compliance with any environmental conditions included in the award.

There are **TWO groups of laws, policies and regulations** that established national policy, goals and procedures for protecting, restoring and enhancing environmental quality.

- The HUD regulations discussed above, and
- **NEPA—National Environmental Policy Act of 1969** (40 CFR Parts 1500-1508)

Related Federal Laws and Authorities (HUD 24 CFR Part 50.4, 55, 58.5 and 58.6)

- a. NEPA—National Environmental Policy Act of 1969 (40 CFR Parts 1500-1508)
- b. Contamination and Toxic Substances (24 CFR Part 50.3(i) & 58.5(i)(2))
- c. Historic Preservation (National Historic Preservation Act of 1966 [36 CFR Part 800])
- d. Floodplain Management (24 CFR Part 55 and Executive Order 11988)
- e. Wetland Protection (Executive Order 11990)
- f. Coastal Barriers Resources (Coastal Barrier Resources Act [16 USC 3501])
- g. Sole Source Aquifers (40 CFR Part 149)
- h. Endangered Species Act (50 CFR Part 402)
- i. Wild and Scenic Rivers (Wild and Scenic Rivers Act of 1968 [Section 7(b) and (c)])
- j. Clean Air (Clean Air Act of 1963 - 40 CFR Parts 6, 51, 93)
- k. Farmlands Protection (Farmland Protection Policy Act of 1981 [7 CFR Part 658])
- l. Environmental Justice (Executive Order 12898)
- m. Environmental Standards (24 CFR Part 51)
 - i. Noise Abatement and Control (Subpart B)
 - ii. Explosive and Flammable Hazards - Above-ground storage tanks (Subpart C)
 - iii. Airport Hazards (Subpart D)

2. Grantee Responsibilities - The grantee will:

- a. **Designate an Environmental Certifying Officer (ECO) - 24 CFR 58.13:** the ECO is the chief elected official of the city, town or county in which the project is located. This person will sign the Environmental Review Record (ERR) and also complete the Request for Release of Funds (RROF) if the project is large enough to require public notices. He or she will represent the grantee in any court proceedings in the event of a legal action. Another option is to designate, by resolution, an alternate employee of the jurisdiction. A sample ECO resolution template is posted on the Housing & Community Development (HCD) Environmental Review webpage. This page can be accessed via WebGrants3 when preparing the ERR.

- b. **Prepare an Environmental Review Record (ERR).** This process is completed online through the WebGrants3 system. The ERR is a record of the environmental review process. It must be available for public review. It will include all documentation related to environmental concerns. The file should include:
 - i. Environmental Review Forms with supporting documents (narrative explanation, memos, maps, correspondence or other resources)—if required.
 - ii. Public notices— required for new construction and re-construction projects with substantial improvements of more than 20%.
 - iii. RROF & Certification—if public notices are required to be published.
 - iv. The **environmental clearance letter** from the State—ALWAYS required.

3. Getting Started

Instructions about how to navigate the WebGrants3 system and complete the ERR are provided in this section of the handbook and are on the Housing and Community Development (HCD) Environmental Review resource webpage, accessed through WebGrants3 ERR checklists.

4. Completing the Environmental Review

- a. Refer to the appropriate environmental form instructions, found on pg. 9 and/or pg. 23 of this section.
- b. Provide comments for each item on the form, clearly stating how there will be no impact.
- c. Attach any supporting documents as needed for each item using the *Attachments* feature.
- d. Contact the CDBG Environmental Review Specialist (Sarah) for assistance.

5. When to Publish a Public Notice for the Environmental Review

- a. After submitting the ERR online, project managers will be notified if a public notice is required. All larger, new construction projects require a public notice followed by two 15-day comment periods. If there is an “impact” indicated for any item on the checklist, there will be additional steps not contained in the WG system but required to show the impact will be minimal. This is followed by an additional public comment period.
- b. Project managers should NOT publish any notices prior to review by the CDBG Environmental Review Specialist.

6. Extra Help and Guidance

Grantees should FIRST call the Environmental Review Specialist with any questions or problems with this review process. Additional help is available on the Who to Contact List at the end of this section. These people are the experts and are very helpful with specific questions regarding endangered species, floodplains, etc., HOWEVER, contact the Environmental Review Specialist before contacting anyone on Who to Contact list.

7. Lead-Based Paint

Grantees whose project involves buildings/housing constructed prior to 1978, and any of the **Regulated Activities** listed below, are required to comply with the following regulations:

- **HUD’s Lead-based Paint Regulations**—24 CFR Part 35, et al., LBP Final Rule, published September 15, 1999
- **EPA’s Lead Renovation, Repair and Painting (RRP) Rule**—40 CFR 745.80 Subpart E - Effective April 22, 2010

Regulated Activities:

- a. Renter/owner-occupied residential rehabilitation (All funding types)
- b. Tenant Based Rental Assistance (HUD)

- c. Down Payment Assistance (First Time Home Buyer Programs) (HUD)
- d. Special Needs Housing Programs including Acquisition (HUD)
- e. Homeless Shelter Operations (HUD)

What is Lead Poisoning?

Lead is a heavy metal used in many materials and products. Lead poisoning is the presence of too much lead in the body and is the most common preventable pediatric health problem in the United States today. When absorbed into the body, it is highly toxic to many organs and systems and seriously hinders the body's neurological development. Lead is a natural element and does not break down in the environment. Once lead has been dispersed and re-deposited into the environment, it will remain to poison generations of children unless it is controlled or removed.

The Problem of Childhood Lead Poisoning - Over the past 30 years, childhood lead poisoning has declined dramatically in the United States since lead was banned from gasoline in 1986, from household paint in 1978 and from other consumer products. However, lead poisoning is still an important health problem. Even very limited exposures to lead are hazardous to children. Exposure to lead can be harmful to several organs, including the nervous system and kidneys. While lead poisoning crosses all socioeconomic, geographic, and racial boundaries, the burden of this disease falls disproportionately on low-income families and families of color. In the U.S., children from poor families are eight times more likely to be poisoned than those from higher income families. African-American children are five times more likely to be poisoned than white children.

Health Effects - Lead affects practically all systems within the body. Lead is most harmful to children under age six because lead is easily absorbed into their growing bodies and interferes with the developing brain and other organs and systems. Pregnant women and women of child-bearing age are also at increased risk, because lead ingested by the mother can cross the placenta and affect the unborn fetus. At very high levels of lead exposure, lead poisoning can cause mental retardation, coma, convulsions, and even death. More commonly in the U.S., children are poisoned through chronic, low-level exposure. Low-level lead exposure can cause reduced IQ and attention span, hyperactivity, impaired growth, reading and learning disabilities, hearing loss, insomnia, and a range of other health, intellectual, and behavioral effects. At these low, but still dangerous levels, lead poisoning may not present identifiable symptoms and a blood test is the only way to know if a child is poisoned. Except for severely poisoned children, there is no medical treatment for this disease. Available treatments may only reduce the level of lead present in the body, without completely eliminating it. The only way to prevent lead poisoning is to remove the source of exposure.

Sources of Lead Poisoning

- Lead can be found in paint, dust, soil, water, air and food in the U.S as a result of the extensive use of lead over several centuries.
- Lead-based paint causes more poisoning to children from exposure to lead dust in older homes than by any other source, usually through normal hand-to-mouth activity after getting lead dust on their hands and toys. Children that may eat lead-based paint chips can be seriously poisoned, but this is relatively rare.
- Soil in the vicinity of the home can be contaminated from flaking exterior lead-based paint or previous deposits of leaded gasoline. Exterior sandblasting can produce exceptionally high levels of lead in soil. Children then play in that dirt and directly ingest

it, or it is tracked into the house on shoes. Some soil has been contaminated by lead from prior gasoline use.

- Drinking water can also contain lead from pipes or solder and contribute to childhood lead poisoning, especially when contaminated tap water is used to make baby formula. Parents who work in lead-related industries can also bring lead home on their clothes, exposing children to the hazard.
- The most heavily lead-exposed adults are almost exclusively found to be those who work with lead, particularly in the absence of adequate ventilation and other controls. Moreover, exposed workers may carry lead particles home on their clothing, shoes or hair, putting family members at risk. Those who work in construction, demolition, and painting, or with batteries, in radiator repair shops or lead factories are often exposed to lead.
- Other less common sources include food and drink stored in leaded crystal, lead-soldered cans or lead-glazed ceramic ware; hobbies that involve lead; and home remedies or cosmetics that are popular in some cultures.

HUD’s Lead-Based Paint Regulations - The Regulations establish procedures for evaluating whether a hazard may be present in pre-1978 housing or child occupied facilities; controlling or eliminating the hazard; and notifying occupants of what was found and what was done in such housing. At a minimum, “Lead Safe Work Practices” are required for projects where 2 square feet of paint (20 sq. ft. on outside) or more is disturbed. Clearance testing is required after the work is completed.

EPA’s Lead-based Paint Requirements - Renovations in target (pre-1978) housing and child-occupied facilities must be conducted by certified renovation firms, using renovators with accredited training, and following the work practice requirements of the rule. Clearance testing is NOT required. Minor rehabilitation projects, disturbing less than 6 sq. ft., are exempt.

Lead-based Paint Disclosure Requirements - Regardless of the type of funding involved, EPA’s disclosure rules apply to renovations involving pre-1978 structures when more than 6 sq. ft. of painted surfaces are disturbed. For HUD funded projects, the level is 2 sq. ft. Contractors must provide EPA’s “The Lead-Safe Certified Guide to Renovate Right” to owners/occupants. For other activities such as down payment assistance and rental assistance, project managers must provide the “Protect your Family from Lead in your Home” pamphlet. This is a federal regulation that applies to all real estate/rental contracts regardless of the funding involved.

HUD’s specific lead-based paint requirements depend on the amount of federal rehabilitation assistance the project is receiving:

- **Up to \$5,000 per unit: “Do no harm” approach.** Lead safety requirements cover only the surfaces being disturbed. Program participants can either test these surfaces to determine if they contain lead-based paint or presume they contain lead-based paint. Work which disturbs painted surfaces known or presumed to contain lead-based paint must be done using lead safe work practices, and clearance of the worksite is performed at the end of the job, unless it is a very small “de minimis” scale project, to ensure that no lead dust hazards remain in the work area. Training that meets the EPA’s RRP Rule requirements is sufficient for this work.
- **Greater than \$5,000 and up to \$25,000 per unit: Identify and control lead hazards.**

Identify all lead hazards at the affected units and common areas servicing those units by performing a lead-based paint risk assessment. Control the hazards using interim controls. Participants may skip the risk assessment and presume that all potential lead hazards are present, and then must use standard treatments to address them. In addition to training that meets the EPA's RRP Rule requirements, HUD-approved interim control training, such as the HUD/EPA RRP curriculum, is required for renovators and workers.

- **Greater than \$25,000 per unit: Identify and abate lead hazards.** Identify all lead hazards at the property by performing a risk assessment and then abate all the hazards. Participants may skip the risk assessment and presume that all potential lead hazards are present and abate them. This approach requires certified abatement contractors perform the abatement part of the job.

Title 24: Housing and Urban Development 24 CFR Part 35.115 - Exemptions

Subparts B through R of this part do not apply to the following:

- a. A residential property for which construction was completed on or after January 1, 1978, or, in the case of jurisdictions which banned the sale or residential use of lead-containing paint prior to 1978, an earlier date as HUD may designate- 24 CFR Part 35.160.
- b. A zero-bedroom dwelling unit, including a single room occupancy (SRO) dwelling unit.
- c. Housing for the elderly, or a residential property designated exclusively for persons with disabilities; except this exemption shall not apply if a child less than age 6 resides or is expected to reside in the dwelling unit. See definitions of housing for the elderly and expected to reside in 24 CFR Part 35.110.
- d. Residential property found not to have lead-based paint by a lead-based paint inspection conducted in accordance with 24 CFR Part 35.1320(a) For more information regarding inspection procedures consult the 1997 edition of Chapter 7 of the HUD Guidelines. Results of additional test(s) by a certified lead-based paint inspector may be used to confirm or refute a prior finding.
- e. Residential property in which all lead-based paint has been identified, removed, and clearance has been achieved in accordance with 40 CFR 745.227(b)(e) before September 15, 2000, or in accordance with 24 CFR Part 35.1320, 35.1325 and 35.1340 on or after September 15, 2000. This exemption does not apply to residential property where enclosure or encapsulation has been used as a method of abatement.
- f. An unoccupied dwelling unit or residential property that is to be demolished, provided the dwelling unit or property will remain unoccupied until demolition.
- g. A property or part of a property that is not used and will not be used for human residential habitation, except that spaces such as entryways, hallways, corridors, passageways or stairways serving both residential and nonresidential uses in a mixed-use property shall not be exempt.
- h. Any rehabilitation that does not disturb a painted surface.
- i. For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage, such as when a property has been damaged by a natural disaster, fire, or structural collapse, occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable, and the requirements of subparts B through R of this part shall not apply. This exemption applies only to repairs necessary to respond to the emergency. The requirements of subparts B through R of this part shall apply to any work undertaken subsequent to, or above and beyond, such emergency actions.

Safe Work Practices - 24 CFR Part 35.1350

Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than:

- a. 20 square feet (2 square meters) on exterior surfaces;
- b. 2 square feet (0.2 square meters) in any one interior room or space; or
- c. 10 percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include windowsills, baseboards, and trim.

**Summary of HUD Lead-Based Paint (LBP) Requirements
24 CFR 35, Subparts B through R—Interpretive Guidance**

Sub-part	Type of Program	Construction Period	Requirements ^{1, 2, 3}
J	Rehabilitation Assistance:		
	For all properties	Pre-1978	Provision of pamphlet Paint testing of surfaces to be disturbed or presumed LBP Notice to occupants Ongoing LBP maintenance if HOME rental
	1. Property receiving less than or equal to \$5,000 per unit	Pre-1978	Safe work practices in rehab Repair-disturbed paint Clearance of the worksite
	2. Property receiving more than \$5,000 and up to \$25,000	Pre-1978	Risk assessment Interim controls
	3. Property receiving more than \$25,000 per unit	Pre-1978	Risk assessment Abatement of LBP hazards Interim controls allowed for exterior
K	Acquisition, Leasing, Support Services, or Operation	Pre-1978	Provision of pamphlet Visual assessment Paint stabilization Notice to occupants Ongoing LBP maintenance for ongoing assistance

d. J7. DE-MINIMIS AREAS AND PAINT TESTING / CLEARANCE / NOTIFICATION

REQUIREMENTS: The regulation states, at section 35.1350(d), that if the area of painted surfaces being disturbed totals no more than a specified DeMinimis level, safe work practices are not required. Does this mean that paint testing, clearance and notice of hazard reduction activity are also not required?

There is no need to perform paint testing if the job is exempt from safe work practices. Clearance is not required in this situation (see either section 35.930(b)(3) or 35.1340(g)). Similarly, provision of a notice of hazard reduction is not required if a clearance examination is not required (see §35.125(b)(3)).

- e. **R17. DE MINIMIS LEVELS:** How does the DeMinimis level, defined at section 35.1350(d)(3) as “10% of the total surface area on an interior or exterior type of component with a small surface area” interact with the other DeMinimis definitions of “20 square feet on exterior surfaces” and “2 square feet in any one interior room or space?”

To be exempt from safe work practices, the area of deteriorated paint in an interior room cannot exceed a total of 2 square feet or 10% of a component with a small surface area, such as interior windowsills, baseboards and trim. In other words, both thresholds apply at all times. For example, living room baseboards with 3 square feet of deteriorated paint cannot be exempted on the grounds that the 3 square feet constitutes less than 10% of the component. Similarly, deteriorated paint of an area of less than 2 square feet is not considered below the DeMinimis level if the area exceeds 10% of a small component, such as a windowsill.

- f. **B12. DETERMINATION OF ELDERLY PROPERTIES:** How does one determine whether a property is designated exclusively for occupancy by the elderly or persons with disabilities?

The lease or other residency agreement should so state. The term “housing for the elderly” is defined in the regulation as “retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or more, or other age if recognized as elderly by a specific Federal housing assistance program.” A person with a disability is defined in the Americans With Disabilities Act (ADA) and the Rehabilitation Act of 1973 as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of an impairment or is regarded by others as having such an impairment. It is not necessary that the lease or residency agreement include these precise definitions.

- g. **B15. DEMOLITION:** Section 35.115(a)(6) says that an unoccupied property that is to be demolished is exempt from the regulation, provided the property remains unoccupied until demolition. Can’t demolition generate lead hazards? Shouldn’t the soil be tested after demolition and, if lead-contaminated, be remediated?

The regulation does not apply to demolition, but parties planning demolition should determine first whether other federal, state or local environmental requirements apply. Federal Occupational Safety and Health Administration (OSHA) standards or state or local occupational safety and health standards must be observed, where applicable, and in the case of Base Realignment and Conversion (BRAC) properties of the Department of Defense, EPA regulations pertaining to soil may apply. If you are involved with a BRAC property, you should contact the Department of Defense office for the property. It is possible that lead hazards may be generated in the act of demolition of residential properties with lead-based paint. Soil remediation following demolition depends on the level of lead in the soil and the planned reuse of the site e.g., whether residential or another use, and whether the soil will be covered. Remediation of lead-contaminated soil may be required by other environmental laws and regulations.

You may contact the EPA's Region 8 Lead Coordinator, Michelle Reichmuth, Denver EPA, for more information on EPA's regulations and policies. (303) 312-6966.

Where To Start? Grantees working on projects that involve pre-1978 buildings used for housing or child occupied facilities should begin by contacting the Environmental Specialist at the Utah State CDBG office. Guidance will be given based on the project scope. Resources are also available on the HCD Environmental Review webpage.

Exhibit 1

**Categorically
Excluded (CAT X)
Form
Instructions**

(items 1-16)

EXHIBIT 1
Categorically Excluded (Cat X) Form Instructions
24 CFR Part 58 - HUD Environmental Review

<https://jobs.utah.gov/housing/environmentalreview/index.html>

Criteria	Law/Regulation	Summary	Process
Checklist Part 1			
1. Historic Preservation	<p>The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 et seq.), particularly sections 106 and 110 (16 U.S.C. 470f and 470h-2)</p> <p>Advisory Council on Historic Preservation - 36 CFR Part 800 Executive Order 11593, Protection and Enhancement of the Cultural Environment</p> <p>The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1)</p> <p>National Historic Preservation Act of 1966 – particularly Sections 106 and 110, CFR Part 800</p>	<p>The Act directs federal agencies to take into account the effect of any undertaking (a federally funded or assisted project) on historic properties. "Historic property" is any district, building, structure, site, or object that is eligible for listing in the National Register of Historic Places because the property is significant at the national, state, or local level in American history, architecture, archeology, engineering, or culture.</p> <p>Typically, a historic property must be at least 50 years old and retain integrity.</p>	<p>Review the State History Programmatic Agreement (PA) on the Housing & Community Development Environmental Review web page, Specifically APPENDIX 1 (Pgs. 11-15)</p> <p><u>The APPENDIX 1 of the PA lists the type of activities that are exempt from the Historic Preservation Act.</u></p> <p>Ask the following questions: Does the site contain a structure over 50 years of age or is the site in proximity to a structure (1/4 mile) that is over 50 years of age? Are there other properties, including structures fifty (50) or more years old, within the boundaries or in the vicinity of the project that appear to be historic and would thus ordinarily require consultation with the SHPO (State Historic Preservation Office)?</p> <p>Is the site identified on the National Register of Historic Properties or does it appear to meet the eligibility criteria for the National Register? Does the locality have an inventory of historic places?</p> <p>Vacant ground is not exempt from the regulation. Vacant ground may contain archaeological historic properties.</p> <p>Attach documentation to explain your rationale for determination of "No Impact."</p> <p>If the project cannot be determined to have "No Affect" contact HCD Environmental Review Officer for guidance. State ERR Officer will submit a SHPO form 106 for the applicant as soon as a SOW is provided on Letterhead from the Organization.</p>
1. Historic Preservation - Tribal Consultation		<p>Before any expenditure of federal funds, agencies must consult with tribes to determine whether a proposed project may adversely affect historic properties and if so, how the adverse effect could be avoided, minimized or mitigated. This</p>	<p>Review the "When To Consult With the Tribes" worksheet posted on the Environmental Review web page.</p> <p>If none of the project types apply, check the box on the worksheet. Then sign, scan & attach to the Environmental Review Checklist.</p> <p>If any of the project types apply, check the</p>

Criteria	Law/Regulation	Summary	Process
		<p>applies to projects on and off tribal lands.</p>	<p>appropriate box on the worksheet and prepare a letter to the appropriate tribe(s) using the tribal contact information and letter template on the Environmental Review web page.</p> <p>Contact only the tribes that that are listed for the county in which the project is located. Write to one person only for each tribe and send to the THPO (Tribal Historic Preservation Officer) contact name, if listed.</p> <p>A 30 day comment period must be allowed for comments from the tribe(s) contacted.</p> <p>Attach the letter(s) to the checklist and provide comments to document any response from the tribe. Contact HCD Environmental Review Officer if comments are received.</p>
<p>2. Floodplains Management</p>	<p>Executive Order 11988, Floodplain Management</p> <p>24 CFR Part 55</p> <p>Flood Disaster Protection Act of 1973, as amended</p> <ul style="list-style-type: none"> • 42 U.S.C. 4001 • 42 U.S.C. 4106 <p>National Flood Insurance Reform Act of 1994 (42 U.S.C. 5154a)</p>	<p>Executive Order 11988 requires participation in the National Flood Insurance Program. Federal Policy recognizes that floodplains have unique and significant public values and call for protection of floodplains.</p>	<p>EXCEPTION: RESIDENTIAL REHABILITATION – Compliance is required only when the cost of the rehab is expect to exceed 50% of market value before improvement, excluding costs to bring a structure up to code.</p> <p><u>Step 1:</u> Check to See if Project in a Floodplain?</p> <p>No? Document and proceed with project.</p> <p>Yes? <u>Step 2:</u> Does Community in which project is located participate in National Flood Insurance Program (NFIP)?</p> <p>Yes? <u>Step 3:</u> Contact CDBG Environmental Specialist & complete 8 Step Process, contact State CDBG staff for direction.</p> <p>No? Project cannot be funded with CDBG funds. Find a new location!</p> <p><u>Step 4:</u> Proceed with Project after all public notices have been published and “Environmental Release” is granted by State.</p>
<p>3. Wetlands Protection</p>	<p>Executive Order 11990, Protection of Wetlands</p> <p>24 CFR Part 55</p> <p>33 U.S.C. 1344 Section 404, Clean Waters Act</p>	<p>The Order requires all federal agencies to "minimize the destruction, loss or degradation of wetlands, and preserve and enhance the natural and beneficial values of wetlands." Unless no practical alternatives exist, federal agencies must avoid activities in wetlands that have the potential for adversely affecting the integrity of the ecosystem.</p>	<p>Wetlands do not have to be literally “wet” to be considered wetland habitats. Wetlands generally include swamps marshes, bogs, and similar areas. Check Wetlands Mapper Website</p> <p>Ask yourself these questions:</p> <ol style="list-style-type: none"> 1. Does the proposed project have a potential to affect or be affected by a wetland? 2. Are there available alternatives to locate the project elsewhere? 3. Is the proposed project or activity in compliance with conditions set forth by U.S.

Criteria	Law/Regulation	Summary	Process
			<p>Army Corp of Engineers (<i>USACE</i>) concerning permits for dredge and fill activity?</p> <p>4. If you are not sure or cannot determine whether wetlands exist, contact area <i>USACE</i> to make determination.</p> <p>Yes? If it is apparent that the project will be constructed in a wetland, the Grantee must notify the public through publication of 2 public notices in the newspaper. (EIGHT-STEP DECISION-MAKING PROCESS).</p> <p>Contact HCD Environmental Specialist for public notice templates.</p>
<p>4. Coastal Barriers Resources</p> <p>Coastal Zone Management</p>	<p>1. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)</p> <p>2. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) as amended, particularly section 307(c) and (d)</p>	<p>NOT APPLICABLE IN REGION VIII - UTAH</p>	<p>None – Enter:</p> <p>This project is located in Utah, a state with no Coastal Barrier Resources System (CBRS) units. Therefore this project is in compliance with the CBR Act.</p>
<p>5. Sole Source Aquifers</p>	<p>The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424(e) (42 U.S.C. 300h-3(e))</p> <p>Environmental Protection Agency - 40 CFR Part 149</p>	<p>A Sole Source Aquifer (SSA) is one where:</p> <p>1) The aquifer supplies at least 50 % of the drinking water for its service area.</p> <p>2) There are no reasonably available alternative drinking water sources should the aquifer become contaminated.</p>	<p>See Sole Source Aquifer Letter posted on HCD Resource Page from EPA that states that it has designated 3 aquifers in Utah as sole source aquifers. They are located in Oakley, Castle Valley, and Moab.</p> <p>Attach as evidence.</p> <ul style="list-style-type: none"> Determine whether or not the project may affect or contaminate one of the 3 aquifers in Utah. If the proposed project will not in any way affect any underground water source the preparer notates reasons on the checklist and attach the letter from EPA indicating “No impact” to any sole source aquifers.

Checklist Part 2

<p>6. Endangered Species</p>	<p>The Endangered Species Act of 1973 (16 U.S.C. 1531) et seq. as amended, particularly section 7 (16 U.S.C. 1536)</p>	<p>The Act was passed to protect and recover imperiled species and the ecosystems upon which they depend. It provides a means for listing native animal species as endangered and giving them limited protection.</p>	<ul style="list-style-type: none"> In compliance with Section 7(a) of the Act, project managers must make a site observation and review the most current list of Endangered Species to ensure that a proposed project is not likely to affect the continued existence of an endangered or threatened species nor result in the destruction or adverse modification of critical habitats of plant and animal life.
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Criteria	Law/Regulation	Summary	Process
		<p>Species may be listed as “endangered” or “threatened”.</p>	<p>· Create an official species list from the IPaC site on the ERR resource page. You should be able to make a statement that the critical habitat for “species” is “X” and none of that habitat is present on the project site.</p> <p>For additional help, contact the U.S. Fish and Wildlife Office to make a determination.</p>
<p>7. Wild and Scenic Rivers</p>	<p>The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278(b) and (c))</p>	<p>The Act preserves certain rivers with outstanding natural, cultural, and recreational values in a free-flowing condition for the enjoyment of present and future generations. Safeguarding the special character of these rivers, while also recognizing the potential for their appropriate use and development, promoting public participation in developing goals for river protection.</p>	<p>See the List of Inventoried Rivers Attach as Evidence. Review the List of Inventoried Rivers. If the project will be crossing over, discharging into, or in any way impacting any of the rivers or streams included in the National Rivers Inventory (NRI), you must contact the appropriate agency to determine the appropriate mitigation action. If the project will have no influence on any of the rivers or streams, note this on the checklist. Although Utah has only two designated Wild & Scenic River (Green and Virgin Rivers), all eligible and suitable rivers must be afforded the same protection.</p>
<p>8. Air Quality</p>	<p>The Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d))</p> <p>Determining conformity of General Federal Actions to State or Federal Implementation Plans - 40 CFR parts 6, 51, and 93</p>	<p>The Clean Air Act (CAA) is the comprehensive federal law that regulates air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants</p>	<p>See Utah Division of Air Quality Letter and ATLAS Letter regarding asbestos posted on Environmental Review webpage. Attach as Evidence.</p> <ul style="list-style-type: none"> · Does the project require an installation permit, operating permit or indirect source permit under local pollution control agency rules? If so, have permit requirements been satisfied? · Is the project located in the vicinity of a monitoring station where air quality violations have been registered? If so, will the project exacerbate air quality problems in the area? · If the project or its potential users would be particularly sensitive to existing air pollution levels, or those expected 10 and 20 years hence, has the project been designed to mitigate possible adverse effects? · <u>Will this project involve renovation of a building?</u> If so, it is likely that asbestos testing is required. · If your project is <u>not</u> one of those identified as an exempted activity, contact the Dept. of Environmental Quality, Division of Air Quality regarding the project specifically. If mitigation is required, indicate how that will be accomplished. Attach supporting documentation to the

Criteria	Law/Regulation	Summary	Process
			<p>checklist.</p> <p>For construction projects disturbing more than ¼ acre, a Fugitive Dust Control Plan is required in certain counties that trigger this requirement. Use the link on the ERR resource page to determine if your project is located in one of the non-attainment areas.</p>
<p>9. Farmlands Protection</p>	<p>Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541;</p> <p>Department of Agriculture - 7 CFR part 658</p>	<p>Farmland is a unique natural resource. The Act was passed in an effort to assure that the direct or indirect actions of the Federal Government do not cause U.S. farmland to be irreversibly converted to non-agricultural uses.</p> <p>The Act also stipulates that federal programs be compatible with state, local and private efforts to protect farmland.</p>	<p>Complete the Farmlands Worksheet, attach it as Evidence.</p> <ul style="list-style-type: none"> Assess whether or not the proposed project will convert farmland. Provide information on the land use zoning which now exists in the project area. If the land is already zoned for commercial or residential uses, indicate this on the checklist. If you plan to change the zoning, call the USDA-Natural Resources Conservation Service Office. <p>Cases Where the Act Does Not Apply</p> <ol style="list-style-type: none"> The proposed project site does not contain prime, unique, or designated statewide or locally important farmland (as defined by the Act), use the USDA Soil Survey tool. Urban land is exempt if the land is “already in” or “committed to” urban development—see 7 CFR 658.2(a). Projects involving grants, loans or mortgage insurance for purchase or rehabilitation of existing structures.
<p>10. Contamination and Toxic Substances</p>	<p>24 CFR 50.3(i) & 58.5(i)(2) 24 CFR 58.38(a)(3) or 50.11</p>	<p>It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.</p> <p>NEW</p> <p>Radon is a radioactive gas that forms when radium and certain other radioactive metals break down in rocks, soil, and water. It is found in nearly all soils and moves through the soil to the air and into structures through cracks and other areas of permeability.</p> <p>As radon is a radioactive substance, HUD or the responsible entity (RE) must</p>	<p>Search for the address and surrounding area online EPA Envirofacts and the NEPAssist Site. Use the links listed on the HCD Environmental Record Resource webpage.</p> <p>Log into the TRI (Toxics Release Inventory) and use search tool Resource Conservation and Recovery Act Information (RCRAInfo) webpages. Using the various search features, determine if there are any sites within the minimum distances.</p> <p>This will give you more information on the sites near the project.</p> <p>Search by ZIP code, NOT the project address.</p> <p>You can view the facility information and reports on non-compliance and spills. Provide narrative explaining how there will be no impact and attach evidence.</p> <p>Many ordinary businesses are listed because they are required to report on their</p>

Criteria	Law/Regulation	Summary	Process
		<p>consider it as part of the site contamination analysis for projects that involve structures that are occupied or are intended to be occupied at least four (4) hours a day.</p> <p>Scientific data review will be required. The EPA Map of Radon Zones by U.S. County may be used in combination with other available science-based information to determine whether the project site is located in an area identified as having a high potential for elevated radon levels.</p> <p>Contact the State radon program office (or health department), as needed, for assistance with obtaining and interpreting available science-based information about radon levels in the area.</p>	<p>emissions and waste. For example, dry cleaners and gas stations are listed but are typically not hazardous to the areas around them.</p> <p>Contact State of Utah, Department of Environmental Quality, Division of Solid and Hazardous Waste at (801) 536-0200 for information about the RCRA sites. Contact Dale Urban, (801) 536-4145 for the TRI sites.</p> <p>Some sites are Federal in nature and managed by EPA. You may call EPA and ask whether or not the site has been properly contained. If EPA will not comment, you must contact the State Department of Environmental Quality, Division of Environmental Response & Remediation, Dale Urban, (801) 536-4145. Request the same information.</p> <p>If neither of these agencies will identify any special care that must be observed on your part, document process you have gone through on the checklist and indicate that you intend to proceed as planned unless these agencies tell you otherwise.</p>

Checklist Part 3

<p>11. Environmental Justice</p>	<p>Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations</p> <p>HUD Socioeconomic Topic</p> <p>Environmental justice means ensuring that the environment and human health are protected fairly for all people regardless of race, color, national origin, or income.</p> <p>Best Practices for Meaningful Community Engagement</p> <p>Promising Practices for Environmental Justice (EJ) Methodologies in National Environmental Policy Act (NEPA) Reviews</p> <p>Compendium of State Regulatory Activities on Environmental Justice</p>	<p>Environmental reviews should incorporate the meaningful involvement of low-income and/or minority communities and identify and address disproportionate environmental and human health impacts faced by these populations. Additionally, reviewers should expand access to resources, information, and best practices for health and environmental benefits relevant for the project and its expected impacts, and identify disparities in:</p> <ul style="list-style-type: none"> • Equal protection from environmental and health hazards • Equal access to the decision-making process • Equal access to a healthy environment in which to live, learn and work • Protection of areas of local and cultural significance 	<p>You must evaluate the whole project and the direct, indirect and cumulative impacts associated with environmental justice.</p> <ul style="list-style-type: none"> • Is the project located in or likely to affect a community with potential environmental justice concerns? • Has the impacted community been meaningfully informed and involved in a participatory planning process for the project? • Will the project expose these communities to disproportionate adverse environmental or human health conditions? Keep in mind that such communities may have greater vulnerabilities due to health disparities. • How can the adverse impacts be mitigated? Continue to engage the affected community when making decisions about mitigating the impacts or moving the project to another location. <p>Indicate on the checklist in words similar to the following that the project has been evaluated and enter:</p>
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Criteria	Law/Regulation	Summary	Process
	<p>U.S. Climate Resilience Toolkit – Social Vulnerability Index</p> <p>HUD – Affirmatively Furthering Fair Housing Data and Mapping Tool</p>	<p>against adverse impacts caused by new development</p>	<p>“there will be no activity performed with these funds that will in any way create discrimination or isolation of minority or low income individuals based on the location or purpose of this project. This project does not create an adverse health or environmental effect that disproportionately impacts minorities or low-income populations.”</p>
<p>12. Noise Abatement & Control</p>	<p>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978</p> <p>24 CFR Part 51, Subpart B</p>	<p>Noise is defined as any unwanted sound that disturbs human activity. The Act establishes a national policy to promote an environment for all Americans free from noise that jeopardizes their health and welfare.</p> <p>Most airports are not close enough to projects to cause a noise problem.</p> <p>The HCD environmental review specialist will assist in calculation the noise level.</p> <p>See HUD’s Online Noise Assessment Tool and Noise Mitigation Tool on the HCD Environmental Review Resources Webpage.</p>	<p>Projects <u>not</u> considered “noise sensitive” and a noise assessment is NOT required:</p> <ol style="list-style-type: none"> 1- Projects involving infrastructure improvements (sidewalks, water/sewer, curb and gutter), industrial or commercial facilities are. Just indicate this on the checklist. 2- Projects involving rehab of existing housing are not required to conduct a noise assessment. <p>If the project involves new construction of <u>housing</u> and other noise sensitive projects such as nursing homes, college dormitories, hospitals, libraries, you must determine if any of the following conditions exist:</p> <ol style="list-style-type: none"> 1. major roadways (4 lanes) within 1,000 feet of the site 2. railroad tracks within 3,000 feet of the site 3. commercial airports within 15 miles of the site <p>Review the following airports with regularly scheduled commercial jet traffic: Bryce Canyon, Cedar City, Moab, Canyonlands, Salt Lake City, St. George, Vernal, Wendover, and ALL military airports within 15 miles must be reviewed.</p> <p>If any of the above circumstances exist, complete a noise assessment to determine if the noise level in the area exceeds HUD’s limit of 65 dbl.</p>
<p>13. Explosive and Flammable Hazards (Above-Ground Storage Tanks)</p>	<p>24 CFR Part 51, Subpart C</p>	<p>Both people and property are at significant risk to exposure from the explosion and thermal radiation (fire) when projects are located too close to storage containers of hazardous gas and liquids or chemicals of a flammable or explosive nature.</p> <p><u>The concern is above ground hazards within one mile of the project</u></p>	<p>See HUD’s online Acceptable Separation Distance (ASD) Calculator</p> <ol style="list-style-type: none"> 1. Law does not apply to a property owner’s personal storage tanks for residential use. 2. Law does not apply to repairs and renovation of a building or buildings where there will <u>not be an increased number of people being exposed to hazardous operations due to the project.</u> Converting a warehouse to housing would NOT be exempt from the regulation.

Criteria	Law/Regulation	Summary	Process
			<p>3. Law does not apply to curb, gutter, sidewalk, storm drain waterline, or sewer projects.</p> <p>4. Law does not apply to underground containers.</p> <p>5. Law does not apply to containers of 1,000 gallons (water volume) used to hold liquefied petroleum gas (propane)</p> <p>Make a site review of the project and identify any above ground storage tanks that are within one mile of the project. Look for storage tanks, holding facilities, process vessels, tank truck AND parking areas, railroad freight yards, and transmission lines which may be used to store, process or transport HAZARDOUS products. (Propane, Diesel fuel, etc.) See Explosive and Flammable Hazards (Above-Ground Storage Tanks) List on HCD Environmental Review Resources webpage.</p> <p>You can also contact the local fire department for information on tanks in the area.</p> <p>If a hazardous determination is made and you are <u>increasing the number of people or structures at the project site</u>, you must calculate the Acceptable Separation Distance (ASD) for the project.</p> <p>If no above ground hazards are found within one mile of project, indicate this on the environmental checklist.</p>
<p>14. Airport Clear Zones & Accident Potential Zones</p>	<p>24 CFR Part 50, Subpart D</p>	<p>Some types of development are incompatible for locations in the immediate vicinity of airports and airfields. Potential aircraft accident problems pose a hazard to end users of these development projects.</p>	<p>Determine if project is within 15,000 feet of a military airport or 2,500 feet of a civilian airport. If no, document.</p> <p>If yes, is project located within an Accident Potential Zone (APZ) or Runway Protection Zone/Clear Zone (RPZ/CZ)?</p> <p>Does the project involve new construction; substantial rehabilitation; acquisition of undeveloped land; activities that would significantly prolong the physical or economic life of existing facilities or change the use of the facility to a use that is not consistent with the recommendations of the Department of Defense (DOD)'s Land Use Compatibility Guidelines? If yes, call the HCD Environmental Specialist for guidance.</p>
<p>15. Lead Based Paint</p>	<p>24 CFR Part 35</p>	<p>Congress passed the legislation to protect families from</p>	<p>The requirements vary based on:</p>

Criteria	Law/Regulation	Summary	Process
	Residential Lead-Based Paint Hazard Reduction Act of 1992	<p>exposure to lead from paint, dust and soil.</p> <p>HUD issued their regulation to protect young children from lead-based paint hazards in pre-1978 housing that is financially assisted by the Federal Government.</p> <p>Applicable to HUD funded projects involving buildings/housing built prior to 1978 when children are present or the building is used for overnight occupancy.</p>	<ul style="list-style-type: none"> · the type of building involved · the age of persons residing in or using the building · the type of activity – construction or not? · the type of HUD funding – ESG, CDBG, HOPWA or HOME <p>If the project DOES NOT involve pre-1978 buildings used for children OR sleeping, check “No Impact” on the checklist and enter comments to that effect. Those types of projects do NOT trigger HUD’s Lead Based Paint Regulations.</p> <p>If the project DOES involve pre-1978 buildings used for children or sleeping, indicate “Impact” on the checklist. The HUD Environmental Review Officer will contact the checklist preparer for further guidance regarding compliance with the regulation.</p>
16. Culinary Water Projects	<p>Utah Department of Environmental Quality (DEQ)</p> <p>R309-500</p> <p>Facility Design and Operation: Plan Review, Operation and Maintenance Requirements</p>	<p>This criteria applies only to construction projects that involve construction of new waterlines.</p>	<p>The Utah Department of Environmental Quality (DEQ), Division of Drinking water, requires grantees to submit project plans to prior to construction of new public drinking water systems.</p> <p>On-going operation and maintenance procedures are not considered public drinking water projects and are not subject to the project notification, plan approval and operating permit requirements of this rule.</p> <p>The following activities are considered to be “on-going operation and maintenance procedures”: <i>replacement of existing deteriorated pipeline where the new pipeline segment is the same size as the old pipeline or the new segment is upgraded to meet the minimum pipeline sizes required by R309-550-5(4) or larger sizes as determined by a hydraulic analysis in accordance with R309-550-5(3), excluding substantial distribution system upgrades that involve long-term planning and complex design</i></p> <p>An approval letter from DEQ must be attached to the checklist if the project falls within this identification, in order to receive Environmental Clearance from the HCD environmental review officer. Contact Michael Grange, Technical Assistance, at (801) 536-0069 or by e-mail at mgrange@utah.gov for guidance on this requirement.</p>

Exhibit 2

**Environmental
Assessment (EA)
Form
Instructions**

(items 17-45)

EXHIBIT 2
Environmental Assessment (EA) Form Instructions
24 CFR Part 58 - HUD Environmental Review

The Environmental Assessment consists of the Categorically Excluded (CAT X) questions 1-16 and these instructions to complete items 17-45.

Use the questions below to prepare your comments regarding criteria #17-45. Each question does NOT need to be answered separately. Review the questions in order to make a general conclusion and then prepare comments.

Supporting documentation should be attached but is **not** required.
 Contact the HCD Environmental Review Specialist with any questions.

Criteria	Exhibit/Evidence Questions	Potential Resources
Land Development Checklist		
<p>17. Conformance with: Comprehensive Plans Land Use and Zoning</p> <p>A proposed project should be consistent with a community's long-range goals and policies as articulated in its comprehensive plans. Zoning regulates development patterns including the density, construction, alteration, and use of buildings, structures, or land. A community's zoning ordinance is the principal legal tool available for the implementation of its comprehensive plan and the definition of the community's land use policies.</p>	<p>Consider how the proposed project supports the community's comprehensive plan. Where appropriate, provide the plan's name and date of approval, and upload the relevant page(s).</p> <ol style="list-style-type: none"> 1. Is the project located within a specific planning area, community planning area, or other planning area that details existing and future planning initiatives for those areas? 2. What is the current zoning classification of the project location? 3. Does the proposed project comply with existing zoning regulations? If not, does the proposal require a zoning variance? 4. What is the existing land use at the project location? 5. How does the project relate to the existing land uses of the adjacent and surrounding properties? 	<p>State Planning Agency</p> <p>Local and Regional Planning Agency</p> <p>Zoning Review Officer or Administrator</p> <p>Planning Commission/Director</p>
<p>18. Scale, Compatibility and Urban Impacts</p> <p>Each project location will likely have positives and negatives. Therefore, site planning is key to balancing or mitigating the impacts of a proposed project.</p> <p>Certain types of federally assisted activities can have an adverse impact on the economic viability of a city's central business district. HUD-funded infrastructure improvements made at the edge of an urbanized area (e.g., sewer and water lines) may serve to induce development in undeveloped portions of a community, thus creating sprawl with resulting environmental and social costs.</p>	<p>Examine the visual impact of the project to determine if it is a good fit for the surrounding area. If your project involves a building, assess whether it will block or degrade views or become the focal point. Are the size, design, materials, and siting of the building or buildings compatible with surrounding buildings.</p> <ol style="list-style-type: none"> 1. How will the project alter the landform? Will the project demonstrably destroy or alter the natural or man-made environment? For example, will there be clearance of trees or buildings or alteration of the geomorphic form of the land? 2. How does the project "fit" or conform within the surrounding and established built environment in terms of overall scale, density, size, and mass? 3. Will there be an intrusion of elements out of character or scale with the existing physical environment? 4. Does the proposed building represent a significant change in size, scale, placement, or height in relation to neighboring structures in an inappropriate manner? 5. Does the project affect building density in the community? 6. Are the changes resulting from any induced development regarded by the community as beneficial or negative? 7. How does the project's design relate to the context of its surroundings? 	<p>City Architect, Urban Design Staff</p> <p>Local American Institute of Architects, American Society of Landscape Architects, or American Planning Association</p> <p>Local Conservation and Historic Commissions</p> <p>Consider: Site Planning Scale and Urban Design Visual Quality</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
	<p>8. Are levels of activity reduced or detrimentally increased? Does the project enhance street-level activity and community interaction?</p>	
<p>19. Slope Slope refers to changes in the physical features of the land: its elevation, orientation, and topography. Hillsides often requires alteration of the slope, especially where changes in the visual character of the site may occur and where slope instability, erosion, and/or drainage problems may result. In some localities, hillsides are likely to house native plant communities which could be lost as a result of topographic alteration.</p> <p>Improper grading often alters the surface water flow and may cause flooding for the site and the surrounding property owners. Excessive grading may also alter the groundwater level, which may cause the slow death of trees and ground cover, and in turn destroy wildlife habitats.</p>	<p>First, determine the slope. This information can be found in soil surveys or similar reports and studies, as well as contour or topographic maps. Next, complete a field investigation using an Abney Level, a clinometer, or a phone application. If in the field, measure the slope using the overland flow path profile that represents the topography of one-third to one-quarter of the most erodible part of the field (USDA-NRCS). Compare the slope at the project site to the slope suitability chart. If the slope at the site is in the marginal or unsatisfactory rating, consult project engineers and city development to determine if there are any restrictions, design changes, or mitigation measures needed.</p> <ol style="list-style-type: none"> 1. Is the site on a slope? If so is the slope slight, moderate, severe, or very severe? 2. Does the area have a history of slope failure? 3. Do visual indications exist of previous slides or slumps in the project area, such as cracked walls or tilted trees or fences? 4. Does the city or county have a soil survey that mentions that slopes are unstable for any of the soils on the site? 5. Has a geotechnical report that includes soil boring information been previously developed for the site? 6. Does the proposal call for development on a steep slope and, if so, does the design plan include measures to overcome potential erosion, slope stability, and runoff problems? 	<p>NRCS Soil Survey</p> <p>U.S. Geological Survey (USGS) Topographic Maps</p> <p>Civil Engineer</p> <p>Geologist</p> <p>Soils Scientist</p>
<p>20. Erosion Erosion, transport, and sedimentation are the processes by which wind and water wear away the land surface or move it to another location. While commonly considered an agricultural problem, erosion in the urban context, resulting from land clearance and construction, can be equally serious. In urbanized areas, erosion can cause structural damage in buildings by undermining foundational support. It can pollute surface waters with sediment and increase the possibility of downgradient flooding by sediment-laden water entering the drainage system or watercourses. It can also increase the possibility of slope collapse.</p>	<p>Slope and soil suitability play a role in erosion potential. Compare the slope and soils in the project location with field observation. If the slope is severe or very severe and there is the presence of silty or sandy soil, a potential for erosion exists. The potential for erosion can be calculated with the Revised Universal Soil Loss Equations (RUSLE).</p> <ol style="list-style-type: none"> 1. Is there evidence of erosion or sedimentation? 2. Does the project involve the development of an erosion-sensitive area (near water, on a steep slope, or on sandy or silty soil)? 3. If the site requires clearance, what are the effects of the removal of vegetation? How will erosion be managed and controlled? How many acres will be cleared and for how long? 4. Is an erosion control plan included as part of construction and the construction contract? 5. Will the project site significantly affect or be affected by erosion or sedimentation conditions? If so, does the design plan include measures to overcome potential erosion problems? 6. Could erosion from the project adversely impact a downslope development or natural environment? 7. Does the proposed project involve the steepening of slopes? 	<p>In addition to resources above:</p> <p>Landscape Architect</p> <p>Soils Engineer</p> <p>State or local Highway Department</p> <p>HUD's Community Resilience Toolkit, "Erosion"</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>21. Soil Suitability</p> <p>Soil suitability is a measure of how well the qualities of the soil support the requirements of the proposed land use. The type of soil is not the only development issue. When the soil issues combine with other features of the site, including the height of the water table, the slope stability, and the potential of subsidence or settling of soils due to the extraction of mineral and geological deposits beneath the surface, additional problems can arise.</p> <p>Nonetheless, most soils are suited for development, and adverse soil conditions can be overcome by installing drainage, replacing soil with structural fill, or using special foundations. However, these measures can significantly add to project costs or conflict with resource management goals such as the preservation of floodplains or farmlands.</p>	<p>Perform an initial screening test to determine if the foundation soils are compressible or unstable. Also consider using Soil Survey Maps prepared by the National Resources Conservation Service (NRCS) or state natural resources department.</p> <p>If the potential exists for problems at the project site, a soil engineer, or geologist should examine the site: Underground Hazards, Bearing Capacity, Frost Susceptibility or Liquefaction, Shrink-Swell, Subsidence, Water Table</p> <ol style="list-style-type: none"> 1. Is there evidence of ground subsidence, seismic activity, a high-water table, erosion, or other unusual conditions on the site? 2. Is there any visible evidence of soil problems such as foundation cracking, heaving, settling, or basement flooding in the neighborhood of the project site? 3. Were structural borings or a dynamic soil analysis/geotechnical study needed and conducted? If so, please discuss the findings of the report. 4. Are there visual indications of filled ground? 5. Will the project site significantly affect or be affected by unsuitable soil conditions? Is climate change expected to exacerbate unsuitable soil conditions due to rainfall variability and warming temperatures? 6. Will the project significantly affect soils that may be better suited for natural resource management activities such as farming, forestry, unique natural area preservation, etc.? 	<p>Along with the resources above, and in addition to the federal requirements under NEPA, legal requirements for soil suitability are found primarily in state and local building codes, zoning requirements, and subdivision regulations. EPA National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) requirements address issues related to subsidence. Additionally, many communities have local building codes or zoning ordinances that address soil suitability</p>
<p>22. Energy Consumption/Efficiency (HUD's Climate and Energy topic)</p> <p>Lowering energy use (and related carbon emissions) has become increasingly important in both the design and the location and siting of new facilities.</p> <p>Maximizing opportunities for energy efficiency can be incorporated in nearly all phases of project planning, location selection, site development, and building design.</p> <p>State Qualified Allocation Plans (QAPs) typically require or incentivize energy-efficiency criteria for Low-Income Housing Tax Credit (LIHTC) developments. Section 109 of the Cranston-Gonzalez Affordable Housing Act of 1990 (42 USC 12709) requires new construction of public and assisted housing, as well as Federal Housing Administration (FHA)-insured housing, to meet the minimum International Energy Conservation Code (IECC) and the American Society of Refrigeration, Heating, and Air Conditioning Engineers (ASHRAE) standard.</p>	<p>Most states and localities have adopted building codes, subdivision requirements, and zoning ordinances to require minimum energy efficiency standards.</p> <ol style="list-style-type: none"> 1. Is the project location near Transit, Shopping, Services, Schools Employment locations? 2. Has the project taken advantage of shading from trees and other natural features to lower energy use? 3. Have the plans and building orientation taken full advantage of potential energy-saving measures related to climate, sun, and wind? 4. Is the incorporation of Energy Star appliances or systems being considered? Does the project meet current Energy Star Certified Homes performance standards? 5. Is the project seeking a rating under a recognized green building standard? 6. If a large development, is the project considering LEED-Neighborhood Development certification? 7. Are utility rebates, tax incentives and renewable energy components being considered as part of project financing? 8. For multifamily projects, is there individual metering for utilities or a tenant energy efficiency education program? 9. Is there an opportunity to enter into an Energy Performance Contract (public housing)? 	<p>Consult with an Engineer, Architect, and/or Energy Auditor/Home Energy Rater to determine if the design fully exploits potential energy-saving measures, include those certified under the Home Energy Rating System (HERS) training and certification program.</p> <p>Utility companies and, in some cases, Public Works staff can assist in determining the adequacy of available power service to meet the needs of the proposal.</p> <p>Greenhouse gas calculation tools</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>23. Climate Change Adaptation (HUD’s Climate and Energy topic)</p> <p>Under Executive Order 14008 on Tackling the Climate Crisis at Home and Abroad, it is federal policy to incorporate climate considerations into decision-making and build resilience against the impacts of climate change. HUD-assisted projects need to consider the potential future impacts of climate change on occupants. This applies to both new and existing structures; though climate impacts may not have been considered during a project’s initial environmental review, subsequent Environmental Assessment (EA)-level reviews (e.g., for major rehabilitations) should consider potential climate impacts on residents’ safety, wellbeing, and property.</p>	<p>A proposed project should consider the likely impacts of climate change on the project’s short- and long-term suitability and resilience. Many natural systems are expected to be affected by climate change, so these considerations will be wide-ranging.</p> <ol style="list-style-type: none"> 1. Is this project designed to withstand, within the useful life, the expected climate related changes projected for the area? 2. How will increasingly frequent or severe natural disasters affect the proposed project? 3. What specific climate change impacts have been identified, and what measures will help mitigate those impacts? Existing or ongoing infrastructure project may be considered; however, these do not eliminate the need to include mitigation measures specific to the proposed project. 4. What future climate projections were considered when planning mitigation measures? 5. Do the results of the considerations include future moderate and severe future climate scenarios? How will the likely future results affect the wellbeing of project residents and natural environment? 6. How has the project plan reduced its direct contribution to climate change? Where feasible, consider using low-carbon building materials and incorporating existing buildings into the project to reduce greenhouse gas emissions from construction and material fabrication. 7. Has the project considered indirect contributions toward climate change? For example, a project could provide electric vehicle charging infrastructure to reduce carbon emissions from residents’ transportation choices. 8. What greenhouse gas emissions level targets were the proposed project’s sustainability tactics designed to meet? 	<p>HUD Community Resilience Toolkit</p> <p>U.S. Climate Resilience Toolkit</p> <p>Georgetown Climate Center Adaptation Clearinghouse</p> <p>EPA Climate Change Adaptation Resource Center</p> <p>National Institute of Standard and Technology (NIST) Community Resilience planning guide</p> <p>FEMA National Risk Index for Natural Hazards</p> <p>Guidelines on Flood Adaptation for Rehabilitating Historic Buildings</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>24. Hazards, Nuisances and Site Safety</p> <p>Consider if project’s location and design reduce natural and man-made risks to people or property damage for both the public or project users. Refer to Important Considerations for a list of common hazards.</p> <p>Many of these hazards may be subject to municipal regulation. Local zoning, building, and health codes usually address maintenance and cleanliness. Their enforcement is often independent of environmental assessment procedures.</p> <p>HUD’s Minimum Property Standards also address site hazards, but they apply only to projects funded through Office of Housing programs. Communities should incorporate any expected change or increase in risk resulting from climate change over a project’s expected lifespan or a 30-year time horizon.</p>	<p>Earthquake or Volcanic Activity: Use the Federal Emergency Management Agency’s (FEMA’s) Seismic Risk Maps and HUD Minimum Property Standards to determine seismic risks associated with the project area. USGS Earthquake Hazards website is also a good resource. If the project is within 0.5 miles of an active fault, obtain the review and opinion of an engineer. A seismologist can provide additional information as to the extent of the risk.</p> <p>Floods, Tornadoes, Hurricanes, Tsunamis: Flood risks are primarily addressed under Executive Order 11988—Floodplain Management, which is part of the Category X review, however, monthly “Storm Data” published by the National Oceanic and Atmospheric Administration’s National Centers for Environmental Information, U.S. Department of Commerce includes occurrences of tornadoes, hurricanes, and floods. Some state-level agencies or universities might also collect information on storm data.</p> <p>Forest and Range Fires: Contact local fire departments to determine whether the project area is currently, or may soon become, susceptible to forest or range fires. If so, consult with the fire department and local weather service authorities to determine which factors create a potential for fire hazards. Some state agencies may also publish fire hazards maps.</p> <p>Mudslides, Sands, and Hazardous Terrain Features: Through field observation, area soils maps, and consultation with local flood insurance personnel, local weather bureaus, and the NRCS soils data, determine whether:</p> <ul style="list-style-type: none"> • The site or adjacent area contains slopes with unconsolidated loose soils (i.e., a type of light windborne soil) • The area is subject to extensive rainfall that could cause mudslides. • The site contains soil materials prone to exhibit liquefaction (such as quicksand) <p>Man-made Site Hazards: Caused by human action or inaction, these types of hazards can have an adverse impact on humans, other organisms, biomes, and ecosystems. The frequency and severity of man-made hazards are key elements in some risk analysis methodologies.</p> <ul style="list-style-type: none"> • For dangerous intersections or inadequate street lighting, include consultation with city planning offices to determine access and safety infrastructure improvements that are or could be planned to support the development and additional foot traffic generated. • For attractive nuisances on or near the project, review the site plan to ensure that access between resident areas and nuisances is separated, e.g., fences to prevent kids from climbing into detention areas. • For vacant lots, determine whether code enforcement can be engaged to abate vacant lot hazards, e.g., trash piles. 	<p>Federal or State Geological Survey</p> <p>Seismologist or Volcanologist</p> <p>District Officers of the Army Corps of Engineers or FEMA</p> <p>The Environmental Protection Agency (EPA) which maintains FEMA’s Hazus program</p> <p>HUD – Community Resilience Toolkit</p> <p>State and local Emergency Management Agencies</p> <p>State and local Floodplain Managers</p> <p>State and local Departments of Environment and Public Health</p> <p>Local Fire Departments</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<u>25. Noise – Contribution to Community Noise Levels</u>	<p>1. Will the proposed project create excessive noise for the ‘noise sensitive areas’ around it?</p> <p>For example, if the project is a manufacturing business, is it likely to create unwanted noise for the libraries, hospitals, or housing in the area, especially between the hours of 10 pm & 8 am.</p> <p>Using site design techniques such as building location and orientation, window placement and the use of barriers, predictable undesirable site noise shall be moderated to meet the requirements of 24 CFR Part 51, Environmental Criteria and Standards</p>	

Socioeconomic Checklist

<u>26. Demographic/Community Character Changes</u> <p>Communities can be highly diverse or highly homogeneous places. They can be strictly residential or characterized by mixed land uses. "Community" is often difficult to define because it carries physical, social, and psychological dimensions.</p> <p>Central to the definition of community is both the presence of a residential population and a sense of common bond and collective identity which defines the community as distinct from other neighborhoods.</p>	<p>Neighborhoods exist in which residents have strong ties to the area, each other, and the local stores, and institutions. Often, these are ethnic areas where residents share a common cultural and religious heritage. It is important that HUD-assisted activities not destroy the social networks and institutional ties in these areas and that they primarily benefit low- and moderate-income households.</p> <ol style="list-style-type: none"> 1. What is/are the identifiable community(ies) within the sphere of likely impact of the proposed project? What are the factors which contribute to the character of the community(ies)? 2. Does the proposed project contribute to reducing or significantly altering the racial, ethnic, or income segregation of the area’s housing? 3. Will the proposed project result in physical barriers or difficult access which will isolate a particular neighborhood or population group, making access to local services, facilities, and institutions or other parts of the city more difficult? 4. Could/does the project help address historical barriers present segregating the community? 5. Does the proposed project at this site create a concentration of low-income or disadvantaged people in violation of HUD site and neighborhood standards? 6. Do the environmental impacts of the proposed project affect low- and moderate-income or minority persons or communities more significantly than the general public? 	<p>Neighborhood planner at the local planning department</p> <p>Director of local neighborhood organizations</p> <p>Housing code compliance office/local health or building department</p> <p>Local community action agencies</p> <p>Local advocacy groups and/or organizations</p>
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Criteria	Exhibit/Evidence Questions	Potential Resources
<p><u>27. Displacement</u></p> <p>Direct displacement involves involuntary displacement of a person who occupies property that is acquired, rehabilitated, or demolished for a HUD-funded activity; whose property is vacated to comply with HUD-assisted code enforcement; or whose property is specifically identified in a grant application as the site of a leveraged activity.</p> <p>Indirect displacement results from an activity or event that is not HUD-assisted but which is supported by concentrated HUD activities. This includes displacement caused by rapidly increasing rents made possible by the revitalization of an area in which HUD-funded rehabilitation or street improvements are taking place.</p>	<p>Federal law prohibits discrimination in housing and community development programs because of race, color, religion, sex, national origin, familial status, and disability. Recipients of HUD funding must also take steps to affirmatively further fair housing.</p> <ol style="list-style-type: none"> 1. Will the project directly displace individuals or families? How many people? 2. Will the project destroy or relocate existing jobs, community facilities, or any business establishments? 3. Will the project affect identifiable groups, such as older persons, females, single-parent households, racial/ethnic groups, income groups, or minority group members? 4. Are replacement facilities or housing units available within the community or in nearby neighborhoods? What will be the effect of relocation on these neighborhoods? 5. Will the project result in probable indirect displacement? If so, what measures have been planned to alleviate the hardship on those affected whose displacement is not covered under the Uniform Relocation Act? 	<p>Those directly displaced by a public acquisition are entitled to the assistance stipulated in HUD Handbook 1378: Tenant Assistance, Relocation and Real Property Acquisition</p> <p>Relocation Specialist at local community development agency</p> <p>Relocation Specialist at HUD field office</p>
<p><u>28. Employment and Income</u></p> <p>A project can impact employment and income patterns in several ways. Most projects involve temporary construction jobs and permanent jobs required for the operation of the new facility. The purpose of the assessment is first to identify anticipated changes in employment and income patterns and then to evaluate how many of what types of jobs will be created. While increased job opportunities are generally considered beneficial, it is important to determine what the skills and income profile of new employment opportunities are likely to be. Some new development projects serve to displace existing employment.</p>	<p>Measure employment and income patterns either by identifying the occupations and income levels characteristic of an area's resident population or by identifying major employers within the area. Factors can include Per capita income, Median household income, Unemployment levels, Total employment and by industry sectors.</p> <ol style="list-style-type: none"> 1. Will the project either significantly increase or decrease employment opportunities? Will it create conditions favorable or unfavorable to commercial, industrial, or institutional operation or development? 2. How many temporary and how many permanent jobs will the project create? 3. What are the profiles of the newly created jobs? What is the distribution across the skill sets and income scale? How do these relate to the skills and income profiles of project area residents? 4. From where are the new employees likely to come? To what degree will these new jobs go to local residents, and will local residents be competitively positioned for these jobs? 	<p>Local Industrial Development Authority</p> <p>Economist at state employment service center</p> <p>Planner or Administrator at local planning or employment agency</p> <p>Chamber of Commerce</p> <p>analysis tools for Socioeconomic factors</p>

Community Facilities and Services Checklist

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>29. Educational and Cultural Facilities</p> <p>Schools include the traditional elementary and high school systems and may include centers of higher education and adult education. The need for educational facilities is related to the age structure of the population and it may also be influenced by the economic structure of the community.</p> <p>Cultural resources are also considered to be educational facilities, and include art galleries, libraries, dance facilities, museums, theaters, community centers, and other facilities for artistic and cultural purposes. Demand and supply for cultural facilities is a function of factors that include the size of the community, density of development, income, and demographics.</p>	<p>Schools are a different underwriting/environmental factor to assess. Schools are built in response to need and not in anticipation of need. Capacity is influenced by changing household characteristics, shifting service area boundaries, curriculum revisions changing educational concepts, and busing strategies. Capacity and accessibility are the fundamental issues to address.</p> <ol style="list-style-type: none"> 1. What is the projected increase in student population due to the proposed project? 2. Will the additional school-aged children in the proposed project exceed the capacity of existing or planned school facilities? 3. Does the potentially affected school(s) have adequate and safe access facilities (i.e., walking paths, bus routes, crosswalks, and guards) for the projected population increase? Are these adequate both in terms of safety and access? 4. Are additional or alternative facilities needed to ensure safety and suitable access? 	<p>Utah State Board of Education</p> <p>Local School/District Superintendent's office</p> <p>Developer or sponsor of the proposed HUD project</p> <p>Traffic Department</p> <p>*When the project is existing infrastructure replacement, it will not have any impact on the educational facilities in the area.</p>
<p>30. Commercial Facilities</p> <p>To assess commercial facilities, consider two key factors: The adequacy of existing commercial facilities to service the project The impact on surrounding commercial establishments.</p> <p>A determination of negative impact might result if it is found that existing commercial facilities are inadequate to meet the needs of the project users or residents. Poor access is the most common problem; however, in some locations, the existing commercial establishments can have too limited a variety of goods available or unusually high prices.</p> <p>A determination of negative impact might be displaced or resolved if a new commercial development is also proposed, such as a grant-sponsored commercial venture.</p>	<p>Generally, three types of retail areas might be affected by the proposed project: Neighborhood: These consist of small businesses usually within 5-10 minutes of travel time including food, drug, cleaning, and convenience stores organized around a supermarket. Community: A central business district contains multifunctional economic and service enterprises including banks and specialty stores with access provided either by auto or public transit. In larger metropolitan areas, this usually does not include a food store. Regional: This may be either the central business district of a metropolitan area or a regional shopping center, usually with two or more department stores and various specialty stores.</p> <ol style="list-style-type: none"> 1. Is there adequate and convenient access to retail services? In the case of the elderly, this means that shopping for such essential items as food and medicine is within three blocks, and services such as banks and other convenience shopping are within walking distance. 2. Do local retail services meet the needs of project occupants/users? Are they affordable and is the range of services adequate? 3. In areas not readily serviced by retail services, can public transportation carry commuters to retail services within half an hour? If public transportation is not currently available, what are the plans to provide readily available transportation services? If access to vital services, such as a grocery store, is limited or requires multiple transfers via public transportation, consider options, such as establishing a paratransit service or alternative locations, before beginning the project. 4. Will the proposed project adversely impact or displace existing retail and commercial services? 	<p>Local Chamber of Commerce</p> <p>Commercial Realtor and/or Commercial Appraiser</p> <p>Commercial Development Specialist</p> <p>Local Planning Agency</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>31. Health Care Services</p> <p>Health care services are those regular and emergency dental, medical care, mental health, and substance abuse services which private doctors, dentists, and other trained medical staff at a hospital; outpatient clinic; public, private or community health facility; home-care medical programs; or an emergency treatment facility (e.g., trauma unit, special cardiac pulmonary resuscitation (CPR) unit) provide.</p>	<p>Consider whether the proposed project provides adequate:</p> <p>Access to hospitals, emergency facilities, clinics, and physician services, Access to mental health and substance abuse service providers, Health services to accommodate the special needs of certain populations, Capacity for existing health care services to accommodate an increase in use.</p> <ol style="list-style-type: none"> 1. Will a potential population rise increase the need for area health care services beyond current capacities? 2. Are non-emergency health care services, including mental health and substance abuse services, located within reasonable proximity to the proposed project (i.e., less than a half-hour's drive or commute away)? In dense urban areas, an even shorter time may be necessary. 3. Are emergency health services (such as those that police, fire, and ambulances provide) available within approximately three to five minutes? 4. Is the number of doctors, dentists, nurses, and other trained medical staff in realistic proportion to any increase in residents/users? If not, are provisions planned for additional skilled staff? 5. Are the number of hospital beds and other medical facilities adequate in proportion to the increase in residents/users? 6. Will project residents/users require special medical services or skills such as geriatric clinics? 	<p>Area Health Systems Agencies—Can provide the area-wide Health System Plan, which is an inventory of institutional health services and projected demand within the area.</p> <p>Local Public Health Departments—Can provide information on local demand for, and quality of, health care.</p> <p>National Council on Aging—Can provide information on the size and location of the local elderly population.</p> <p>Local Red Cross—Can provide information on the medical needs of the area.</p>
<p>32. Social Services</p> <p>Social services include, but are not limited to, programs for drug addiction, alcoholism, and mental health; halfway houses and drop-in centers; family counseling centers; daycare centers; services for senior citizens and persons with disabilities; nutrition centers; Meals on Wheels; income maintenance; manpower programs; and cooling centers in areas prone to severe heat risk. Governmental social service agencies or public or private groups typically provide these services.</p>	<p>Social services must cater and be easily accessible to those who need them. Therefore, access and adequacy are important considerations. If appropriate social services centers are not located within reasonable proximity to the proposed development, consider developing alternate spaces and services to accommodate new residents/users.</p> <ol style="list-style-type: none"> 1. Are the social services located onsite or within a convenient and reasonable distance to residents of the proposed project? Or is adequate public transportation available from the project to these services? 2. Will the proposed project overtax or negatively impact social services? 3. Will the provision of additional social services at this site create a concentration of the disadvantaged in violation of HUD site and neighborhood standards? 	<ul style="list-style-type: none"> • Local Planning Department • Social Services Department • Public Welfare Office • Council on Aging • Social Security Office • Half-way house(s) in the area • Drop-in center(s) in the area • Local Council of Voluntary Human Service Agencies • Administrators of childcare or daycare centers

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>33. Solid Waste Disposal and Recycling</p> <p>Solid waste disposal is an essential service. Its availability for supporting a newly proposed project is an essential determinant of whether a project should proceed. Generally, trucks transport solid waste materials to a common, usually remote, site for either recycling, compost, burial/disposal in a sanitary landfill, or incineration (where allowed).</p> <p>If applicable, determine if recycling and/or composting can be added to the project design and operation and maintenance of the project.</p>	<p>In assessing this service, consider: The proximity of the service to appropriate disposal sites; The disposal site capacity to accommodate the types and quantities of wastes that the project may generate both during construction and upon completion; The likely disposal site’s climate resilience, including its susceptibility to erosion and flooding.</p> <ol style="list-style-type: none"> 1. What types and amounts of waste will the project generate as construction debris? 2. What solid waste disposal system or company will handle the construction debris? Does it have the capacity to handle the amount of debris? 3. What types of solid waste (including hazardous waste, if any) will the completed project generate? 4. What is the name of the solid waste servicing company or landfill and what is the distance from the proposed project site? 5. Is solid waste permitting required for the project? 6. If it is hazardous waste, does the servicing company/landfill accept hazardous waste? If yes, attach documentation. 7. What organization will handle garbage collection, composting, and recycling? Does this organization have the capacity to handle all services? Are these services affordable? 8. Will the waste from the proposal exceed the capacity of the waste system or landfill? 	<p>Engineer — local Solid Waste Disposal Agency, or City/County</p> <p>Engineering Department Engineer/Planner — HUD Field Office or local Planning Department</p> <p>Engineer or Planner/Environmental Specialist — regional EPA Office</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>34. Waste Water and Sanitary Sewers</p> <p>Clean Water Act, as amended (33 U.S.C. 1251 et seq.)</p> <p>The Water Quality Standards Regulation (40 CFR 131)</p> <p>The EPA maintains a clearinghouse of state-specific water quality standards that they have approved. They may also include additional provisions outside the scope of the Clean Water Act. To find additional city water quality standards, it is important to contact the jurisdiction.</p> <p>In most areas, a system of sanitary sewers conveys wastewater to a “downstream” treatment facility. After treatment, the effluent is either recycled as biosolids (where permitted) or is discharged into surface water or a permeable recharge area for an underground aquifer. Less developed areas use on-site septic systems or package treatment plants.</p>	<p>When analyzing impacts to wastewater treatment/disposal facilities, consider two factors: proximity of the service to the site and capacity of the service to accommodate the project.</p> <p>Sewer System</p> <ol style="list-style-type: none"> 1. What kind of wastewater/sewer system will provide satisfactory service to the proposal? 2. Does the existing or proposed sewer system have the capacity to adequately service the proposed development? 3. Will climate change–induced floods increase the risk of combined sewage overflow events? What populations are most exposed to pollution associated with these events? <p>On-Site Septic Systems</p> <ol style="list-style-type: none"> 4. If the sanitary sewers and wastewater disposal systems are non-municipal, have the appropriate authorities and agencies approved or permitted an acceptable system? 5. Has a report of the soil conditions suitable for on-site septic systems been submitted? Does the report consider the likely impacts of climate change on soil conditions (e.g., increased temperature, increased saturation from heavier precipitation, etc.) that will affect soil treatment efficacy? 6. Are soil conditions suitable for on-site septic systems? Is there a large variance in the water table elevation? (A high seasonal water table can prevent proper functioning of septic tank drain fields). Is the water table likely to rise significantly due to sea level rise in coastal areas? 7. Does the septic disposal systems’ design, installation, and maintenance properly prevent effluent from contaminating soil or groundwater, including sole-source aquifers? 8. How will climate change affect these suitability factors in the foreseeable future? As a rule of thumb, the useful life of the project may be used to set a minimum time horizon for such future considerations. 	<p>Engineers at local Sanitary District/Agency, City or County Engineering Department, or 208 Planning Agency</p> <p>Engineers or Planners at local Planning Departments</p> <p>Soils Scientist at U.S. Natural Resources Conservation Service (NRCS)</p> <p>Engineers at State Health or Environmental Quality Agencies</p> <p>Local 208 (Wastewater) Agency</p> <p>For areas requiring septic systems: the USDA Soil Survey available online, can help identify areas that are likely to be unsuited for septic systems</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>35. Storm Water Runoff (HUD’s Land Development topic)</p> <p>Natural flow, storm sewers, or combined storm and sanitary sewers usually remove stormwater from an impermeable surface e.g., pavement and buildings.</p> <p>Floodable design features, such as floodable parks, green roofs and rain gardens to retain stormwater, or porous pavers, should be incorporated in communities with increasing flood risk. When stormwater runoff cannot be avoided, the water is usually sent to a surface water body, a permeable recharge area, or temporary storage areas.</p>	<p>consideration should be the potential to incorporate design features such as landscaping and the use of pervious rather than impervious surfaces to help limit stormwater runoff. In assessing impacts to stormwater service facilities, consider the following two factors: The proximity of the system to the site; The capacity of the system to accommodate the project.</p> <ol style="list-style-type: none"> 1. Is there an indication of cross-lot runoff, swales, or drainage flows on the property? 2. Are there visual indications of filled ground, active rills, or gullies on-site? 3. Will existing or planned stormwater disposal and treatment systems adequately service the proposed development? Will the proposed project be adversely affected by proximity to these facilities? 4. Does nearby stormwater infrastructure (e.g., culverts, large drainage pipes) include safety measures like grates or fencing to prevent drownings during floods? 5. If the public storm sewer is not available, how will stormwater drainage be handled? 6. Is state/regional/local permitting required to control stormwater runoff e.g., a National Pollutant Discharge Elimination System (NPDES) permit? If so, what conditions will the permit require? 7. Will the project itself cause or substantially contribute to off-site pollution by stormwater runoff, leaching of chemicals, or other pollutants? 8. Will drainage and stormwater conditions significantly affect or be affected by the project site? If so, does its design plan include measures to overcome potential runoff problems? 9. How will future changes in precipitation patterns affect the above considerations? How can such climate change impacts be mitigated? 	<p>USDA Soil Survey</p> <p>USGS Topographic Maps (available through various map providers)</p> <p>FEMA National Flood Hazard Layer Map</p> <p>HUD – Community Resilience Toolkit, “Inland Flooding”</p> <p>Engineer—City/County Public Works, Engineering Department or Local/District Stormwater</p> <p>Regional or local Stormwater Management Authority</p> <p>Engineer/Planner—HUD Field Office or Local Planning Department</p> <p>State and regional Natural Resource Management Agencies</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p><u>36. Water Supply</u></p> <p>Adequate water supply refers to the delivery of sufficient quantities of potable water under adequate pressure at affordable costs to the project site.</p>	<ol style="list-style-type: none"> 1. What private company, public organization, or system will provide a sufficient quantity of clean, potable water needed for each step of the proposal (planning, construction, and completion)? 2. Is either the municipal water utility or on-site water supply system adequate to serve the proposed project? Does the project require an adequate water supply determination from the state water resource agency or other state department? 3. Is the water supply quality safe and free from potentially harmful chemicals, metals, bacteria, and other pathogens? 4. Will the project affect a sole source or other aquifer by overdrawing resources from the water source? (Please refer to the Sole Source Aquifers webpage for further guidance.) 5. If the water supply is non-municipal, have the appropriate authorities and agencies approved an acceptable water purification and transport system? 6. Will the project water requirements of the proposal result in a significant consumption of the community’s available water supply or significant deterioration of water quality? 7. How is the project likely to be affected by future water conditions under likely global climate change scenarios? Consider both quantity (e.g., droughts, water shortages) and quality (e.g., increased potential for harmful algal blooms). 	<p>Municipal or private Utility Water Supply Planners and Engineers</p> <p>Local Public Health Agency Staff</p> <p>Sole Source Aquifers</p>
<p><u>37. Public Safety – Police, Fire, and Emergency Medical</u></p> <p>Although many communities have sophisticated protective services, the consistency of adequate service differs from place to place. Within communities, one site may be better served than another.</p> <p>Factors in the variability of protective services include the availability of funds for additional coverage and the degree to which building and growth are coordinated with the provision of new municipal services. Key variables within each city are emergency equipment, emergency service personnel, response time, and access. These factors influence the availability and adequacy of required emergency services.</p>	<p>Consider the location of the project in relation to each type of protective service, the building size and number of residents/users to estimate demand for services, the type of building materials, access routes for emergency vehicles accessibility, nearest medical facility.</p> <p>Consult secondary data, including Fire Service maps, Local Fire or Police Department, Emergency Medical Service Plans and then Consult with public service departments for transparency of needs and impacts.</p> <ol style="list-style-type: none"> 1. What police services are located within reasonable proximity to the proposed project? What is the approximate response time? 2. What firefighting protection is located within reasonable proximity to the proposed project? What is the approximate response time? 3. Is the firefighting protection service adequate and equipped to service the project? 4. Is the project in an area of likely wildfire intensification? If so, how much additional strain will the project put on the local firefighting protection service? What fire mitigation best practices will be adopted to minimize this impact? 5. What emergency health care providers are located within reasonable proximity to the proposed project? What is the approximate response time? 6. Will the project create a significant burden on police, fire, or health care providers in terms of manpower and/or equipment? 	<p>Chief of local Fire Department</p> <p>Chief of local Police Department</p> <p>Local chapter or national office of the National Fire Protection Association (NFPA)</p> <p>Local Emergency Management Agencies</p> <p>Administrator of a local Emergency Medical Agency such as The Ambulance Corps in the Department of Health or the Local Rescue Squad</p> <p>Local Medical Society</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p><u>38. Parks, Open Space & Recreation</u></p> <p>The development of community services such as open space, recreation, and cultural resources has become a necessary component of community development. Whether these facilities are government-owned, such as public parks and libraries, or private entities, such as YMCAs and private museums, they contribute to the quality of life and quality environment of a community and are essential to the continuity of a viable neighborhood.</p>	<p>Passive recreational activities emphasize the open space aspect of park facilities and include activities such as: Hiking, Walking, Birdwatching, Picnicking</p> <p>Active recreational activities are generally associated with group sports or play activities, and often require dedicated program areas such as: Playgrounds, Ballfields, Community centers, Swimming pools</p> <ol style="list-style-type: none"> 1. Are open space and recreational within reasonable walking distance to the project area, or is adequate public transportation available from the project to these facilities? 2. Will the proposed project cause any overloading of existing open space or recreational facilities? 3. How does the project satisfy any special recreational needs of certain population groups, such as small children, the elderly, or people with disabilities? 4. If the development is housing, does the site include space for informal play for children of all ages? 	<p>Planner at local Parks and Recreation Department</p> <p>Local chapter of The American Society of Landscape Architects</p> <p>State Liaison Officer, such as State Division of Outdoor Recreation</p> <p>National Park Service</p>
<p><u>39. Cultural Resources</u></p> <p>Demand and supply for both specific recreation and cultural facilities is a function of factors that include the size of the community, density of development, income, and demography. Wealthier communities have these services and facilities more often than poorer communities.</p>	<p>Cultural resources include: Art galleries, Historic sites, Libraries, Dance facilities, Museums, Theatres, Community centers, Other facilities for artistic and cultural purposes, These usually receive both public and private support.</p> <ol style="list-style-type: none"> 1. Are cultural facilities within reasonable walking distance to the project area, or is adequate public transportation available from the project to these facilities? 2. Will the proposed project cause any overloading of existing cultural facilities? 3. How does the project satisfy any special cultural needs of certain population groups, such as small children, the elderly, or people with disabilities? 4. If the development is housing, does the site provide passive recreation areas for adults and the elderly? 	<p>Administrator of Social Services Agency</p> <p>Administrator of Local Cultural Commission</p> <p>State Arts Office or Association</p> <p>Administrators of Agencies such as YMCAs, YWCAs, Museums, Libraries, etc.</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>40. Transportation and Accessibility</p> <p>Assessing transportation impacts involves analyzing four sub-elements of transportation: Access, Safety, Balance, Level of Service (LOS)</p>	<p>Review project plans to determine the location of the site with respect to transit services (bus, rail, and aviation), regional access (highways), and local access (local roadway network/bike path).</p> <ol style="list-style-type: none"> 1. Does the project require a traffic study? Has one already occurred? What needed actions did the study identify? 2. Do safe and adequate public transportation services serve the project? 3. Is the project safely accessible to vehicles? Is vehicle parking adequate, including parking for moving vans/trucks? 4. Does the project facilitate pedestrian movement (e.g., sidewalks, pavement markings, landscaping, pedestrian-activated signal lights, or pedestrian overpasses)? 5. Do bicycle lanes or trails serve the project area? Does the project provide covered, secure parking for bicycles, employees, and residents? 6. Overall, will the existing and reasonably foreseeable transportation facilities and services be adequate to meet the needs of the project? 7. Will the project itself cause a significant adverse impact on the local or regional transportation system (e.g., by reducing the level of service of roadways)? 8. Are there any barriers to emergency vehicle access? 9. Is the project accessible to the elderly and persons with disabilities (e.g., wheelchair ramps, traffic light timing, disabled parking, shuttle services)? 10. Does the project design address any special transportation issues (e.g., bridge clearances for trucks)? 11. Does the proximity to a highway or high traffic area disproportionately expose low- and moderate-income or minority persons or communities to harmful air pollutants? 	<p>Planner at the regional Transportation Planning Agency</p> <p>Planner at regional Transportation Authority</p> <p>Planner at the state Highway Department</p> <p>Local Transit Authority</p> <p>Local Traffic Department</p> <p>Local Parking Authority</p> <p>Federal Highway Administration Division Office</p> <p>Urban Mass Transportation Administration regional office</p>

Natural Features Checklist

<p>41. Unique Natural Features</p> <p>Unique natural features are primarily—though not universally—geological features that are rare or of special social/cultural, economic, educational, aesthetic, or scientific value.</p> <p>Development on or near natural features may render them inaccessible to investigators or visitors, degrade their value, or otherwise limit potential future use and appreciation of these resources. The key criterion in defining a unique natural feature is the rareness of the feature, a characteristic often recognized as a local landmark. Another characteristic is information content. Some unique natural features contain a great deal of information concerning natural history, such as geologic evolution or paleontological history</p>	<p>natural features sequester greenhouse gases, act as a buffer against extreme weather events for coastal communities, and provide a range of other positive ecosystem services, which should be considered before degrading or removing natural features.</p> <ol style="list-style-type: none"> 1. Will the proposed project location, construction, or activities of project users adversely impact unique natural features on or near the site? 2. Will the project destroy, isolate from public or scientific access, or degrade the rare feeling of the unique natural feature? 3. Will the unique feature pose safety hazards for a proposed development? 4. Will the proposed project alter any views between public areas and the unique natural feature? 5. Will runoff from the project erode or degrade the unique feature? 6. Will the project create problems by introducing nuisance or non-indigenous species of vegetation that may be ecologically disruptive, be invasive, or threaten the survival of unique plant or animal habitats? 7. Will the project limit the ability of a natural feature to provide important ecosystem services to the community? 	<ul style="list-style-type: none"> • U.S. Geological Survey Topographic Quadrangle Maps and Surface and Bedrock Geology Maps. • Aerial photos can help identify existing land uses and unique features • Geological reports and maps • State and federal Park Service • State Natural Heritage Programs • State Wildlife Resource Management Agencies
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Criteria	Exhibit/Evidence Questions	Potential Resources
<p>42. Water Resources</p> <p>Water Resources refers to both Groundwater (all the water found below the ground's surface) and Surface water (ranges from very large rivers and lakes to small ponds and streams).</p> <p>Most groundwater comes directly from rainwater, but some comes from seepage from the sides and bottoms of lakes and streams. The water table is the upper level at which this saturation occurs. The depth of the water table can vary tremendously annually and seasonally depending on the amount of rainfall. High water tables can result in basement flooding and surface puddles. Discharge from poorly designed, installed, or maintained septic systems to drinking water wells can cause health hazards.</p> <p>Surface water plays an important role in nearly every community as a source of drinking water, a means of transportation, a recreational resource, a source of water for irrigation, and a fishery. Development can, however, have a serious negative impact on water quality. Surface waters, chiefly rivers and large lakes, frequently suffer from the effects of pollution that factories, urban sewerage systems, power plants, and agricultural runoff generate. Degraded surface water quality can have short-term and long-term human health implications, can affect aquatic habitats and species, and can have aesthetic and olfactory consequences.</p>	<ol style="list-style-type: none"> 1. Is the site subject to rapid water withdrawal problems that change the depth or character of the water table or aquifer? Are there many wells that pump large quantities of water from the water table near the proposed project site? (Consider both current and future conditions that are likely due to increased water stress from climate change.) 2. Will the project use a septic system? If so, is the system in proximity to sensitive natural receptors (e.g., wetlands) that could be adversely impacted by the design or location? Is there a large variance in the water table? (A high seasonal water table can prevent the proper functioning of septic tank drain fields.) 3. Are there visual or other indications of water quality problems on or near the site (e.g., algal blooms or state listing as an impaired stream/waterway)? Will the proposed project(s) maintain, diminish, damage, or destroy the riparian buffer (e.g., a natural wooded buffer adjacent to a stream)? 4. Will the project involve a substantial increase in impervious surface area? Does the design include runoff control measures or permeable surfaces? 5. Will the project substantially reduce groundwater recharge due to an increase in impervious surface area? If so, could the project affect sensitive groundwater-dependent features (e.g., rare wetlands)? If yes, does the design include appropriate measures to promote groundwater recharge? 6. Is the project located in a state or locally designated sensitive watershed area or the watershed of a particularly sensitive natural area (e.g., a unique wetland)? If so, what run-off control measures does the design include (e.g., the storm-year design is increased from 10 years to 25 years, buffers are placed along surface waters)? 7. Will the project involve the discharge of non-sewage pollutants (i.e., agricultural fertilizer, insecticides, road salts, etc.) into surface water bodies? If so, will it meet state, federal, and other applicable standards? 8. Does the project limit the access to or quality of water for downstream communities? 	<p>Planner or Engineer at 208 Plan area-wide Planning Agency</p> <p>Water Quality Specialist at Section 401 Water Quality Agency</p> <p>Hydrologist at USGS Geological Survey or state Geological Survey</p> <p>Soil Scientist at U.S. Natural Resources Conservation Service</p> <p>State Wildlife Resource Management Agency</p> <p>State Natural Heritage Program</p> <p>Wetland Biologist at city or county Stormwater Quality Department</p> <p>Engineer at city and/or county Engineering Department</p> <p>U.S. EPA Water Quality Criteria</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>43. Vegetation</p> <p>Human impact on the environment through urbanization often results in water, air, and land pollution that endanger many natural plant and animal species. Development, which changes a sensitive ecosystem, may adversely affect the diversity of species present, the productivity of the system, or the rate of nutrient recycling.</p> <p>Additionally, development can have direct impacts on vegetation and natural communities, such as by driving through natural communities that support special-status vegetation species, or the accidental removal of not only special-status species, but also species that provide crucial ecosystem services to the larger natural community. When a natural community is disturbed and native species fail to thrive, noxious and invasive weed species often take over and can become dominant in developed areas.</p>	<p>The abundance and survival of both plant and animal species depend upon the existence of a favorable environment and their ability to adjust to man-made conditions. Urbanization has seriously altered natural ecosystems. The Audubon Society, USDA, and other organizations have resources for urban native planting efforts.</p> <ol style="list-style-type: none"> 1. Will the project create problems by introducing nuisance or non-indigenous species of vegetation that may be ecologically disruptive, be invasive, threaten the survival of indigenous plant habitats, or disrupt agricultural or silvicultural activities? 2. Will the project introduce landscape maintenance actions (pesticide usage, fertilization) that may threaten the survival of indigenous plant habitats, or disrupt agricultural or silvicultural activities? 3. Will the project damage or destroy existing remnant or endemic plant communities, especially those containing nationally, regionally, or locally rare species e.g., prairie grasslands, ice-age disjuncts, local soil-type endemics? 4. Will the project damage or destroy plant species that are legally protected by state or local ordinances? 5. Will the project damage or destroy trees without replacement and landscaping? 6. How much risk does the proposed project face from the impacts of climate change? Will the proposed vegetation management or landscaping plan mitigate those risks e.g., excessive heat, flooding, degraded air quality, where possible? 	<p>Consult an expert such as a Biologist/Ecologist from a university, state Natural Resources Agency, or state Natural Heritage program.</p> <p>In more rural areas representatives of the State Forestry Department or the USDA Soil Conservation Services may also provide useful expert judgment.</p>

Criteria	Exhibit/Evidence Questions	Potential Resources
<p>44. Wildlife Habitat</p> <p>Wildlife habitats are where wildlife species normally live and meet their basic needs for food, water, cover, breeding space, and group territory.</p> <p>Wildlife habitats can range widely in size, from hyperlocal areas restricted to only a few square meters for many invertebrates, to hundreds of square miles for some large species, such as the mountain lion. Additionally, avian species regularly migrate thousands of miles to residential or breeding sites, on an annual basis, using resources across an expansive geographic range.</p> <p>Urbanization has generally been at odds with the maintenance of natural habitats. Urban habitats are often located in neglected and unused areas, such as along riverbanks and railroad alignments and in parks, easements, institutional grounds, and vacant tracts of land. While protecting wildlife habitats can appear at odds with urban development, developers can take certain actions to avoid undue disruption and to protect rare and endangered species and other non-threatened species that are protected through other legislative means, such as the Migratory Bird Treaty Act.</p>	<p>The questions on animal life address disruption, habitat alteration or removal, rare species (including those that are considered threatened or endangered), pest species, and game species.</p> <ol style="list-style-type: none"> 1. Will the project create special hazards for animal life? What types and numbers of animals will the project affect and how? 2. Will the project impact migratory birds? Most birds protected by the federal Migratory Bird Treaty Act are not included in the Endangered Species Act yet are protected by similar protections against a “taking” of birds' nests or eggs. Consult with the U.S. Fish and Wildlife Service (USFWS). Construction activities should occur outside the migratory bird nesting season. Alternatively, survey the site for migratory bird nests prior to construction. 3. Does the project site host any species that local, state, tribal or the federal government list or monitor? 4. Will the project damage or destroy existing wildlife habitats (e.g., removal or blockage of wildlife corridors, such as a riparian buffer)? 5. Will excessive grading alter the groundwater level and thus cause the death of trees and ground cover which in turn diminish animal habitats? 6. Will the project damage game fish habitat or spawning grounds? When answering this question, consider off-site damage resulting from erosion and stormwater run-off. 7. Will the project create conditions favorable to the proliferation of pest species? 8. Will the project create conditions (e.g., excessive noise, pesticide usage) that could harm or harass wildlife species that are nationally, regionally, or locally rare or protected by state or local ordinance? 9. How will the project affect species or habitats that are particularly at risk due to climate change or other changing environmental conditions? 10. How will the project impact the ecosystem as a whole? For example, will impacts on keystone species or ecosystem engineers lead to broader ecosystem consequences? 	<p>USFWS Environmental Conservation Online System (ECOS) critical habitat online ArcGIS mapviewer provides accurate life history information and spatial data for all plant and wildlife species</p> <p>USFWS Information for Planning and Consultation (IPaC) tool provides identification of USFWS managed resources and suggested conservation measures</p> <p>Cornell University’s Lab of Ornithology has developed a highly reputable online citizen science platform, called eBird, which provides recent spatial and location data for nearly all avian species.</p> <p>Supplement technical studies with field observation of the site for signs of the likely presence of particular species. Consultation with Biologists and Ecologists with either state or federal agencies</p>
<p>45. Additional Resources</p>	<p>Visit the Environmental Assessment Resources page to learn more about analysis tools for Natural Features.</p>	

<i>Standard Environmental Record Sources (where available)</i>	<i>Approximate Minimum Search Distance miles (kilometres)</i>
Federal <i>NPL</i> site list	1.0 (1.6)
Federal Delisted <i>NPL</i> site list	0.5 (0.8)
Federal CERCLIS list	0.5 (0.8)
Federal CERCLIS NFRAP site list	0.5 (0.8)
Federal RCRA CORRACTS facilities list	1.0 (1.6)
Federal RCRA non-CORRACTS TSD facilities list	0.5 (0.8)
Federal <i>RCRA generators list</i>	<i>property and adjoining properties</i>
Federal <i>institutional control/engineering control registries</i>	<i>property only</i>
Federal <i>ERNS list</i>	<i>property only</i>
State and tribal lists of <i>hazardous waste sites identified for investigation or remediation:</i>	
State- and tribal-equivalent <i>NPL</i>	1.0 (1.6)
State- and tribal-equivalent CERCLIS	0.5 (0.8)
State and tribal <i>landfill and/or solid waste disposal site lists</i>	0.5 (0.8)
State and tribal leaking storage tank lists	0.5 (0.8)
State and tribal registered storage tank lists	<i>property and adjoining properties</i>
State and tribal <i>institutional control/ engineering control registries</i>	<i>property only</i>
State and tribal voluntary cleanup sites	0.5 (0.8)
State and tribal Brownfield sites	0.5 (0.8)

EXHIBIT 4

Who to Contact for Environmental Questions

Please contact Sarah Moore at the State CDBG Office prior to contacting the people below

Environmental Criteria	Department Name and Address	Contact Name	Phone Number	Email
Air Quality	New Source Review Section Division of Air Quality 150 North 1950 West PO Box 144820 SLC, UT 84114-4820	John Persons	801-536-4151	Johnpersons@utah.gov
Airport Information	Utah Division of Aeronautics 135 North 2400 West Salt Lake City, UT 84116	Greg Peterson	801-403-8423	ggpeterson@utah.gov
Endangered Species	US Dept. of the Interior Fish and Wildlife Service 2369 West Orton Circle, Suite 50 West Valley City, UT 84119 Iron County Projects need Prairie Dog Permit. Contact Kate Novak	Utah Ecological Services Field Office Kate Novak George Weekley – Utah Field Office Supervisor	801-975-3330 385-285-7922 801-975-3330	utahfieldoffice_esa@fws.gov Kate_Novak@fws.gov george_weekley@fws.gov Website: http://mountain-prairie.fws.gov/endspp
Toxic Chemicals and Radioactive Materials	State of Utah- Dept. of Environmental Quality (DEQ) Division of Environmental Response Remediation 195 N 1950 W PO Box 144840 SLC, UT 84114-4840 Hazardous Waste Branch Regulates Businesses that routinely produce hazardous waste. U.S. EPA, Region 8 1595 Wynkoop St. Denver, CO 80202-2466	Tom Daniels, Mgr. Site Assessment Section Deborah Ng	801-536-4145 385-499-0837 800-227-8917 Ext 6600 (region 8 only) 303-312-6600	tdaniels@utah.gov dng@utah.gov
Floodplain Information Floodplain Maps	Utah Div. of Homeland Security Box 141710 1110 State Office Bldg. Salt Lake City, UT 84114-710	Angelia Crowther, Floodplain Manager	801-963-2004	acrowther@utah.gov https://msc.fema.gov/portal/home FEMA Flood Map Service Center

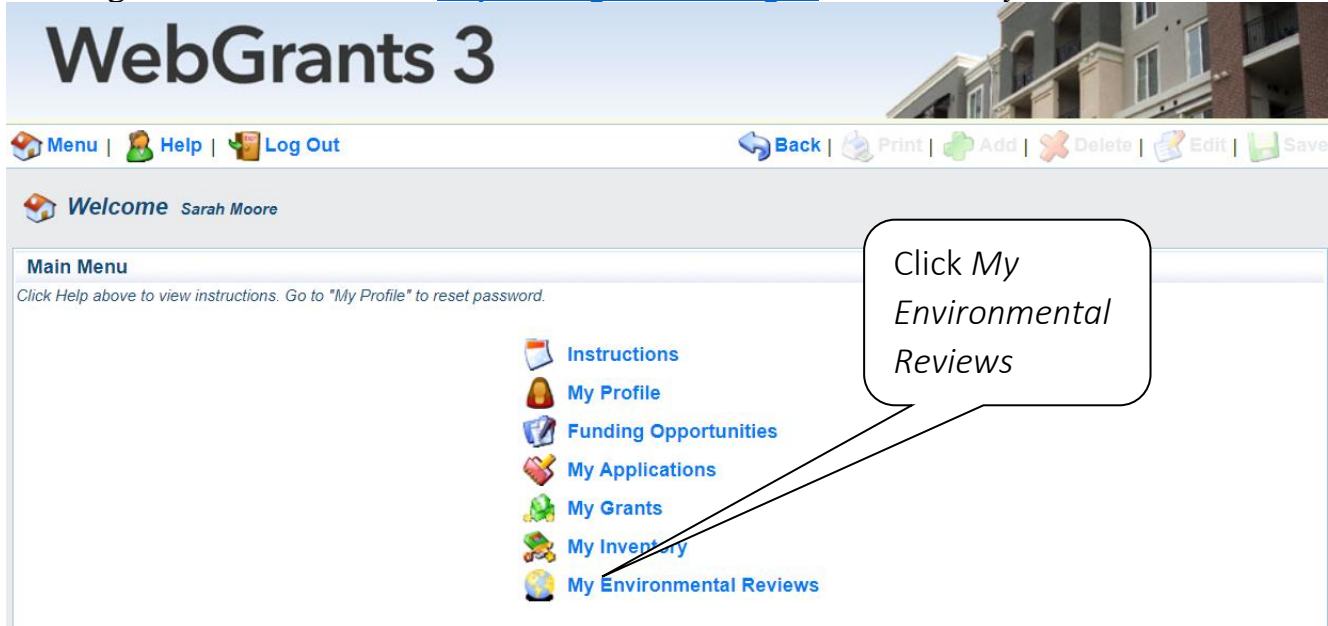
Environmental Criteria	Department Name and Address	Contact Name	Phone Number	Email
National Flood Insurance Program	FEMA Building 710 Denver Federal Center P.O. Box 25267 Denver, CO 80225-0267	Region VIII	303-235-4800	303-293-8585
		Utah	801-538-3400 http://bereadyutah.gov	801-538-3770 http://dem.utah.gov
Historic Preservation	Utah Division of State History 300 Rio Grande SLC, UT 84101-1182 Governor's Public Lands Policy Coordination Office 5110 State Office Bldg. PO Box 141107 Salt Lake City, UT 84114	Chris Hanson – Buildings	801-245-7239	chlansen@utah.gov
		Chris Merritt – Land/Archeology	801-245-7263	cmerritt@utah.gov
		Ryan McGrath Archaeologist	801-535-2502	rmcgrath@utah.gov
Noise	Railroad Information Environmental Engineer UTA TRAX Information Roadway Traffic Utah Dept. of Transportation	Sarah Moore	801-834-4609	smmoore@utah.gov
		Carissa Watanabe UDOT	801-893-4714	cwatanabe@utah.gov
		Jeff Lamora Scott Vaterlaus-SLC	801-352-6638 801-535-6630	www.udot.utah.gov/p/rogdev/traffic This website has maps and statistics about many Utah roads.
		Tylor Poulson – SLC Todd Hadden – Trucks Nicolas Virgin – SLC Steve Ogden – Price, UT	801-535-7259 801-965-4527 801-965-4325 435-636-1400	
Slope, Erosion and Soil Suitability	Utah Geological Survey 1594 West North Temple, Suite 3110 P.O. Box 146100 Salt Lake City, UT 84114-6100 Southern Regional Office Utah Geological Survey 646 North Main Cedar City, UT 84721	Steve Bowman	801-537-3304	stevebowman@utah.gov
		Tyler Knudsen	435-865-9036	tylerknudsen@utah.gov
Farmland Protection	USDA-Natural Resources Conservation Service Wallace F. Bennett Federal Building, Room 4010 125 South State Street Salt Lake City, UT 84138-1100	Bir Thapa State Soil Scientist	801-524-4574	Bir.Thapa@usda.gov
Thermal/ Explosive Hazards	Utah State Fire Marshall 410 West 9800 South, 3 rd Floor Sandy, UT 84070	Ted Black, Fire Marshall	801-256-2384	tblack@utah.gov
		Boyd Cook, LP Gas	801-580-3443	bcook@utah.gov
		Main number	801-256-2390	

Environmental Criteria	Department Name and Address	Contact Name	Phone Number	Email
Underground Storage Tanks	Underground Storage Tank Program USEPA Region 8 1595 Wynkoop Street Denver, CO 80202-1129 Utah Department of Environmental Quality	Russ Brauksieck Therron Blatter, Manager 195 N. 1950 W, 1 st Floor Salt Lake City, 84116	303-312-6354 801-536-4100	Brauksieck.james@epa.gov
Wetlands	Army Corps of Engineers (Issues Permits) 533 W 2600 S, Suite 150 Bountiful, UT 84010 State Dept. of Natural Resources Water Rights – Stream Alteration National Wetlands Inventory	Kathleen Anderson Samuel Bohanen Daren Rasmussen Chuck Williamson Diane Menuz - State Wetlands Coordinator	801-295-8380 ext. 8310 801-295-8380 ext. 8313 801-538-7377 801-538-7404 801-538-7436	Kathleen.anderson@usace.army.mil Samuel.T.bohanen@usace.army.mil darenrasmussen@utah.gov charleswilliamson@utah.gov dmenez@utah.gov
Wild and Scenic Rivers	Bureau of Land Management 491 N. John Glenn Rd. Salt Lake City, UT 84116 US Forest Service Intermountain Region 324 25 th St. Ogden, UT 84401	Jessica Wade Dan Morris	801-539-4001 801-625-5250	blm_ut_so_public_roam@blm.gov daniel.morris@usda.gov
Waste Water Treatment Plants	State of Utah – Dept. of Environmental Quality Division of Water Quality PO Box 144870 Salt Lake City, UT 84114-4870	John Mackey – Engineering Manager	801-536-4347	jkmackey@utah.gov
Sewer Projects (DEQ funds and/or with Design Flow of 1 million gallons or more per day)	State of Utah – Dept. of Environmental Quality Division of Water Quality PO Box 144870 Salt Lake City, UT 84114-4870	Danielle Lenz	801-536-4300	dlenz@utah.gov
All Culinary Water Projects	State of Utah – Dept. of Environmental Quality Division of Drinking Water Construction Assistance Section PO Box 144830 Salt Lake City, UT 84114-4830	Michael Grange – Construction Assistance Section Manager	801-536-0069	mgrange@utah.gov

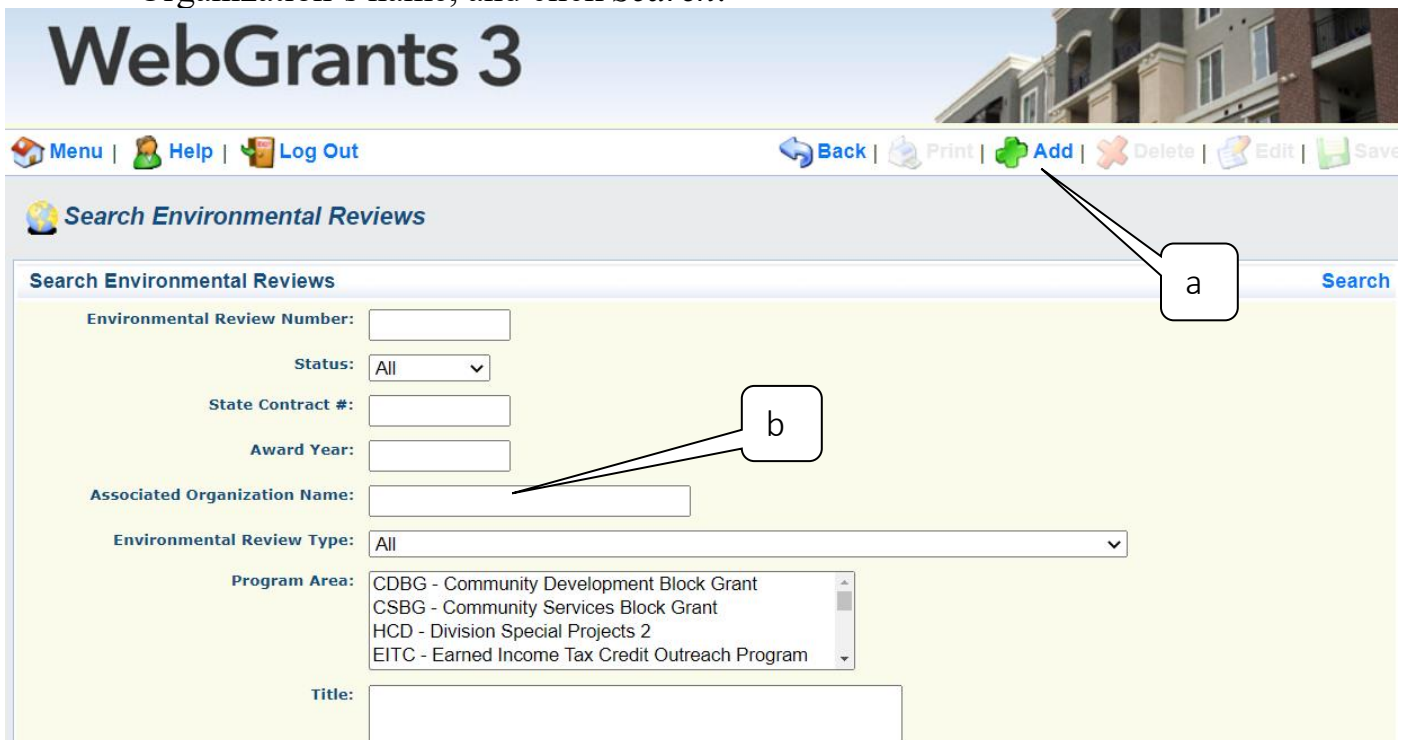
EXHIBIT 5

How to Submit an Environmental Review in WebGrants3

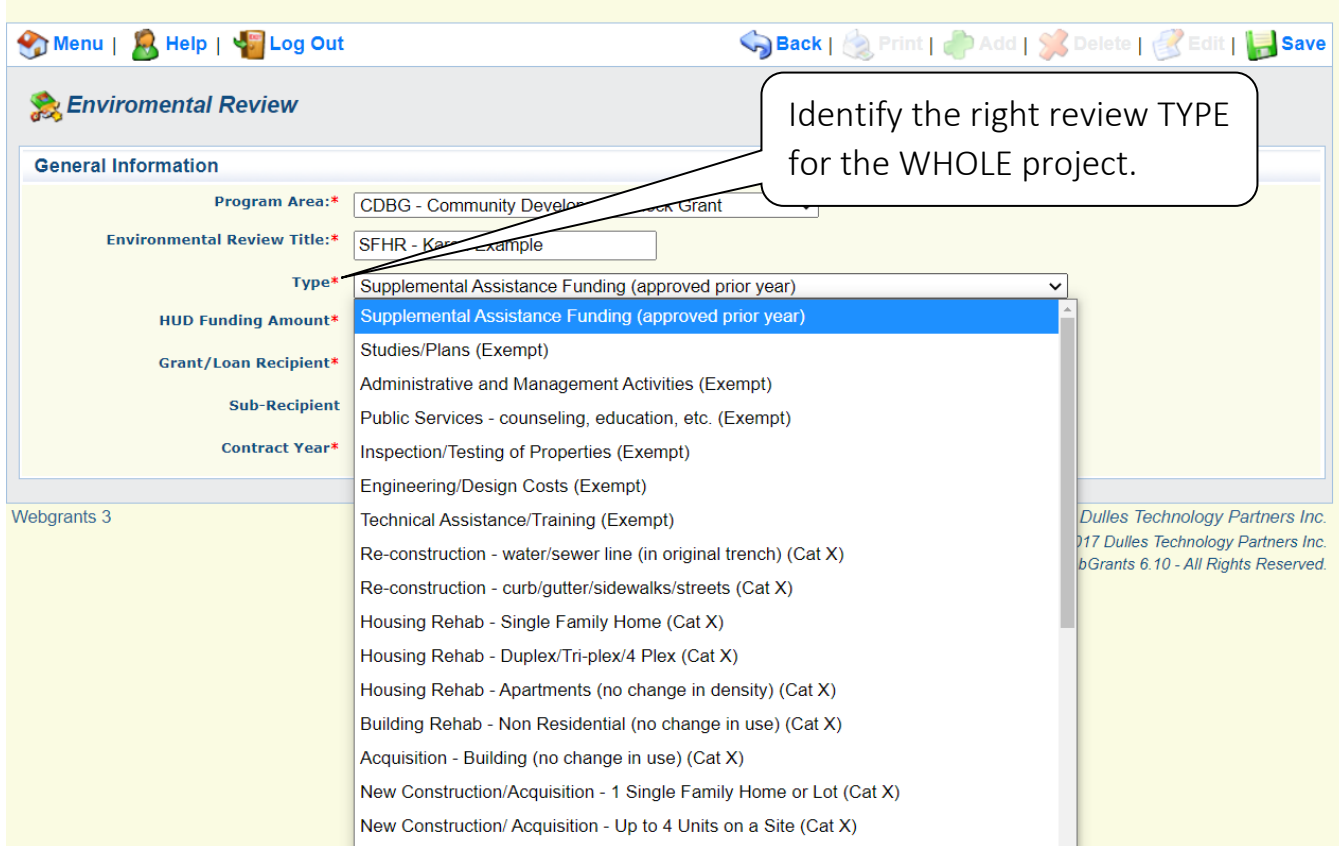
1. Log into WebGrants3 at <http://webgrants.utah.gov> and click *My Environmental Reviews*.



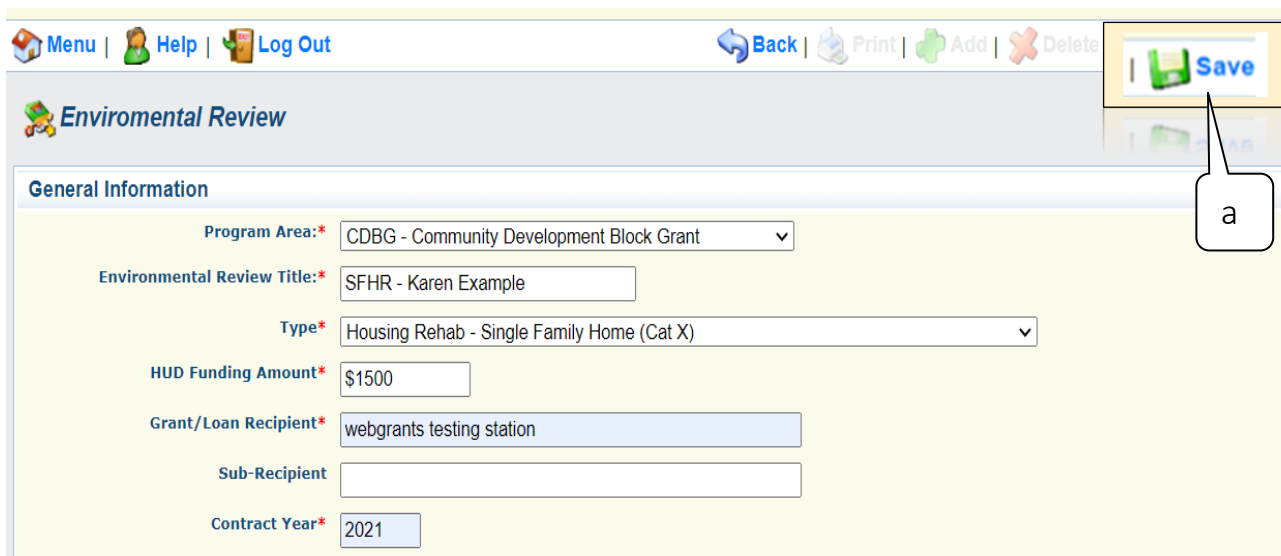
2. There are two options on this screen:
 - a. Click *Add* to start a new project's Environmental Review;
 - b. Use one or more of the search fields to find one in progress. For example, enter the Organization's name, and click *Search*.



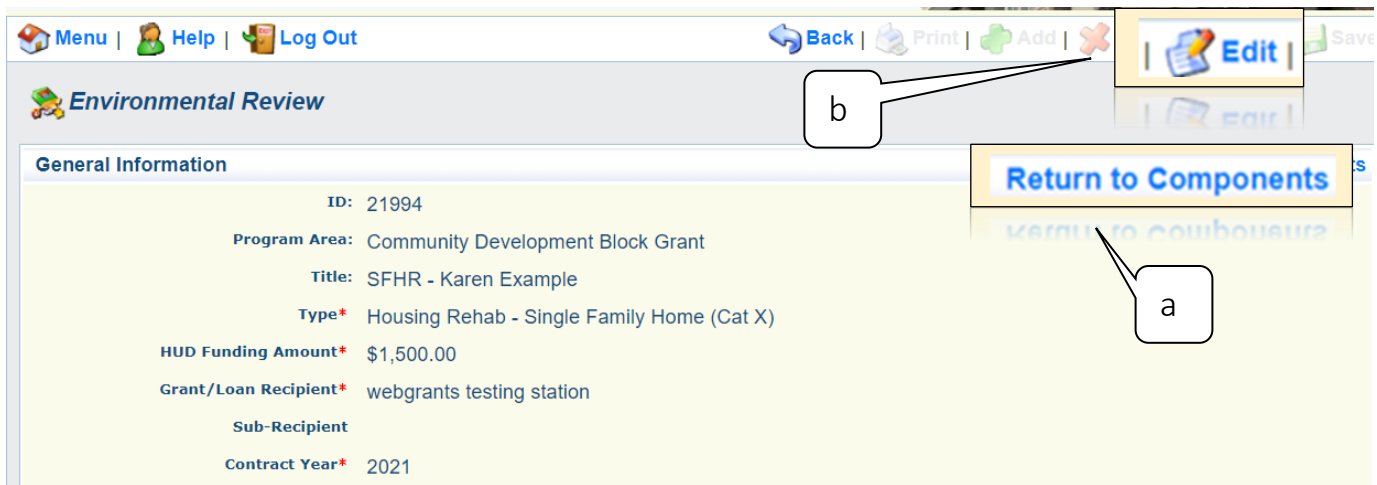
- When adding a new project's Environmental Review, Webgrants goes to the General Information screen. Required Fields are marked with a red asterisk. The appropriate project type needs to be identified from the drop-down list. If the right project type is chosen, the correct environmental review checklist will populate in Webgrant's subsequent screens.



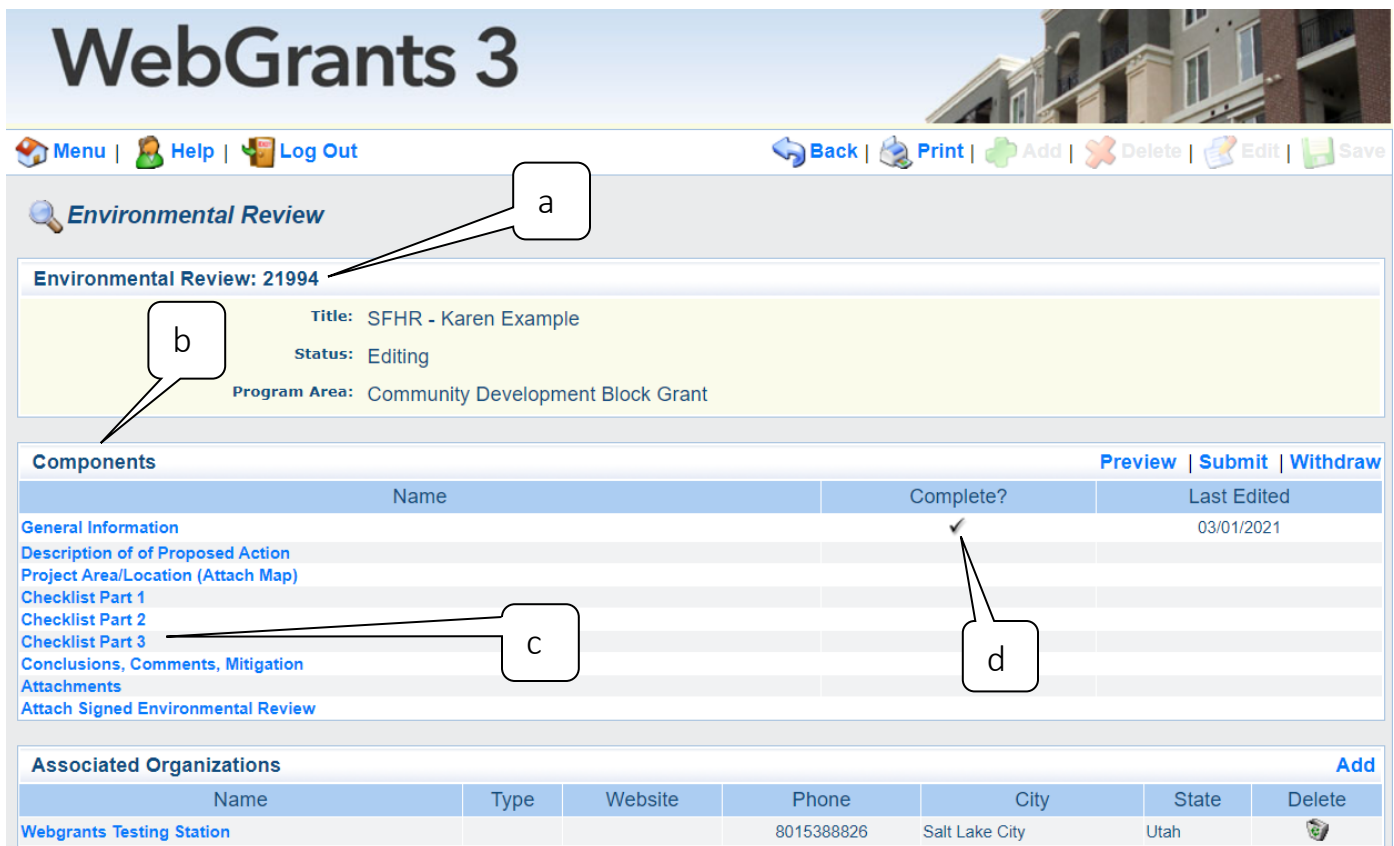
- Complete the Required fields and click *Save* (a). Ensure the correct Program Area is chosen in this step, it cannot be changed and may need to recreate the record in the correct program area.



- If entries are accurate, Click *Return to Components* (a). If corrections are needed, click *Edit* (b).



6. Now this Environmental Review has a Number (a). The Components (b) screen should now have the correct Environmental Review Forms (Checklists, c) based on the Project Type chosen on the *General Information* screen, which is now marked *Complete* with a checkmark (d).



7. This Environmental Review has a Number (a). The Components (b) now have DIFFERENT Environmental Review Forms (Checklists, c) based on the Project Type chosen on the *General Information* screen, marked *Complete* with a checkmark (d).

Environmental Review: 21998

Title: Testing 843
Status: Editing
Program Area: Community Development Block Grant

Name	Complete?	Last Edited
General Information		03/01/2021
Description of Proposed Action		
Cat X - NST Checklist		
Conclusions, Comments, Mitigation		
Attach Signed Environmental Review		

Name	Type	Website	Phone	City	State	Delete
Webgrants Testing Station			8015388826	Salt Lake City	Utah	

8. The *Description of Proposed Action* Component's required fields include the *Project Summary* (a) field. This description of the project should be detailed, reflecting the whole project, not just the portion HCD's grant is paying for. Imagine this field on the front page of a contract, an auditor should be able to read this and understand the scope. Click *Save* (b).

Environmental Review: 21994

Title: SFHR - Karen Example
Status: Editing
Program Area: Community Development Block Grant

Executive Information

Chief Executive Officer of Contracting Entity & Title: Joe Hughes - WGMaster

Environmental Review prepared by*: Sarah Moore (Preparer) | 801-834-4609 (Preparer's Telephone Number)

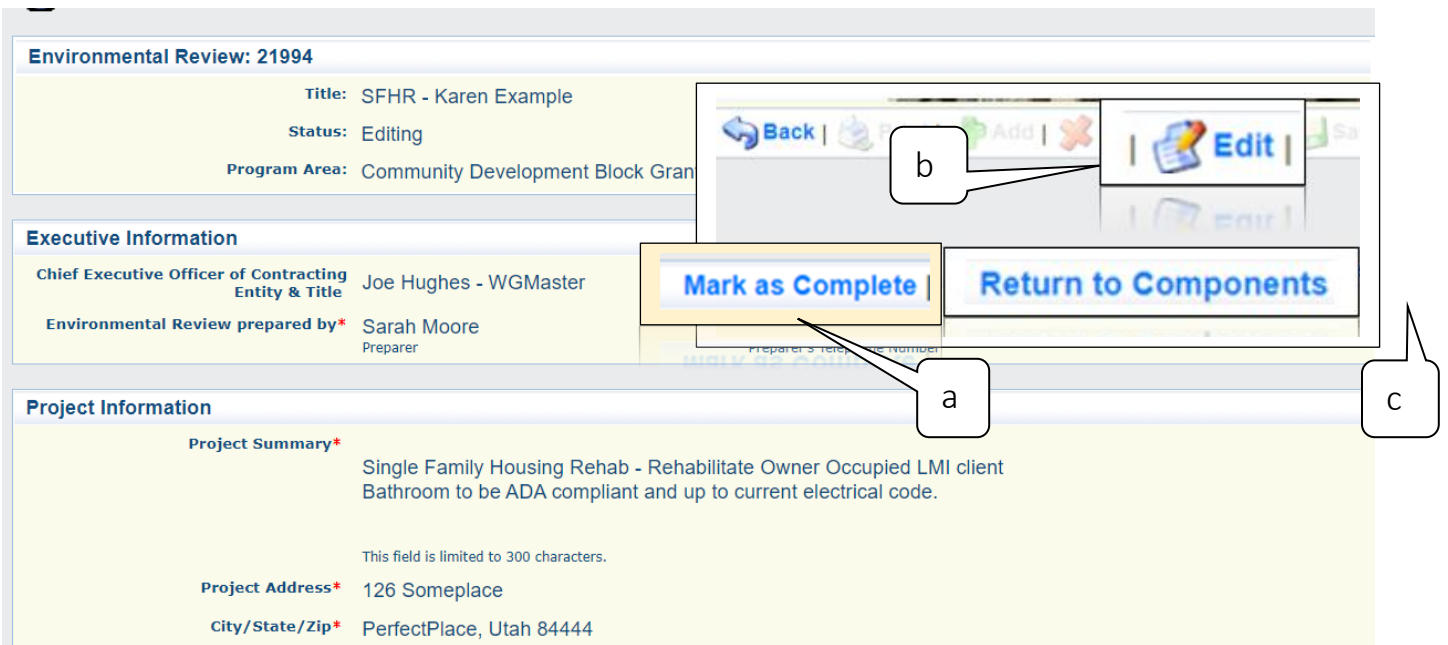
Project Information

Project Summary*: Single Family Housing Rehab - Rehabilitate Owner Occupied LMI client Bathroom to be ADA compliant and up to current electrical code. (This field is limited to 300 characters.)

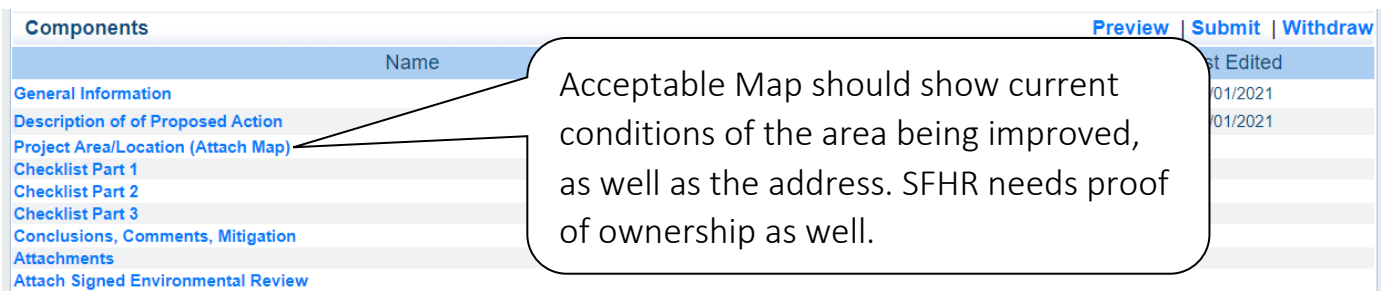
Project Address*: 126 Someplace

City/State/Zip*: PerfectPlace, Utah 84444

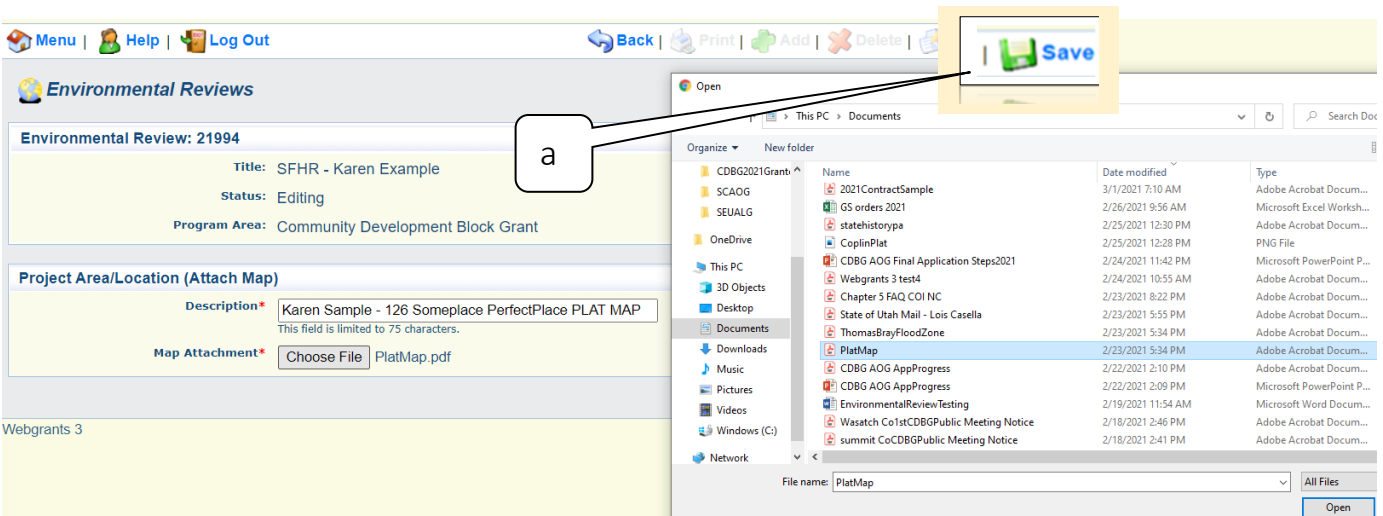
9. If entries are accurate, click *Mark as Complete* (a). If corrections are needed, click *Edit* (b). Once the entries are saved, click (c) *Return to Components* to start the next checklist.



10. The next component is *Project Area/Location (Attach Map)*.



11. Complete this component with simple browse, Choose File, and Attach tool. Then click *Save, (a)*



12. *Mark as Complete (b).*

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Environmental Review

Environmental Review: 21994

Title: SFHR - Karen Example
 Status: Editing
 Program Area: Community Development Block Grant

Project Area/Location (Attach Map)

Description* Karen Sample - 126 Someplace PerfectPlace PLAT MAP
This field is limited to 75 characters.

Map Attachment* [PlatMap.pdf](#)

[Mark as Complete](#) | [Return to Components](#)

Last Edited By: Sarah Moore, 03/01/2021

13. The next Components are the *Environmental Form Checklists* (a) which guide the review in determining the impact or potential impact and inform decisions.

Resources are available to assist the preparer respond to each item on DWS’s Environmental Resource page, accessed through a link on each checklist form “Click [HERE](#) for checklist instructions and other resources” at the top of each form.

Environmental Review: 194269

Title: Building New Apartments
 Status: Editing
 Program Area: Community Development Block Grant

Checklist Part 1 [Mark as Complete](#) | [Return to Components](#)

[Click **HERE** for checklist instructions and other resources.](#)

Row	Impact	Comments (required for each item, N/A will not be accepted)	Attachment	Attachment
1. Historic preservation (24 CFR part 800)				
2. Floodplains management (24 CFR part 55, E.O. 11988)				
3. Wetlands protection (E.O. 11990)				
4. Coastal barriers resources				
5. Sole source aquifers (40 CFR part 149)				

Last Edited By:

14. Answers to each item on the Checklist forms (a) need to identify an *Impact* (b) and have *Comments* (c) entered before you can *Save* (see example). Attachments (d) are encouraged as evidence, but not required. However, responses do need to address each item’s intent of the regulation referenced by the corresponding item in the Environmental Review Checklist Instructions in this book, or online at the link referenced above. Incomplete submissions will be returned to *Correcting* status.

15. Complete the comments and **upload** the appropriate **attachments** that **support the determination** of *No Impact* (a, below), being sure to *Mark as Complete* (b).

16. Complete the *Conclusions, Comments, Mitigation* Component with a summary of the review process and conclusions determined. Also summarize any mitigation or impacts determined resulting from the review process. Make sure to click *Mark as Complete*.

Environmental Review: 21994

Title: SFHR - Karen Example
 Status: Editing
 Program Area: Community Development Block Grant

Conclusions, Comments, Mitigation [Mark as Complete](#) | [Return to Components](#)

Yes = Impact/Requires Mitigation No = No Impact

Impact?* No

Conclusions*
 Not sure if there is a character count on this field.

This field is limited to 750 characters.

17. The last Component, *Attach Signed Environmental Review* (a) needs to have the forms **Printed first** to access the signature page. When all other components have checkmarks, Click *Print* (b).

Menu | Help | Log Out Back | Delete | Edit | Save

Environmental Review

Environmental Review: 21994

Title: SFHR - Karen Example
 Status: Editing
 Program Area: Community Development Block Grant

Components	Name	Complete?	Last Edited
	General Information	✓	03/01/2021
	Description of Proposed Action	✓	03/01/2021
	Project Area/Location (Attach Map)	✓	03/01/2021
	Checklist Part 1	✓	03/01/2021
	Checklist Part 2	✓	03/01/2021
	Checklist Part 3	✓	03/01/2021
	Conclusions, Comments, Mitigation	✓	03/01/2021
	Attachments	✓	03/01/2021
	Attach Signed Environmental Review		03/01/2021

Preview | Submit | Withdraw

DETERMINATION

- Finding of No Significant Impact (FONSI) whereby the Responsible Entity shall publish the "Finding of No Significant Impact/Notice of Intent to Request Release of Funds" (FONSI/NOIRROF) per regulations found at 24 CFR part 58, se. 58.43 (a).
- Finding of Significant Impact whereby the Responsible Entity must proceed to develop an Environmental Impact Statement (EIS) in compliance with 24 CFR part 58, subparts F or G.

(Contact the HUD Environmental Review Officer at the State of Utah, Dept of Workforce Services, for guidance prior to publishing.)

OR

- This project converts to Exempt, per 24CFR 58.34(a) (12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license. (Environmental Certifying Officer signature is required)
- This project cannot convert to Exempt because one or more statutes/authorities require consultation or mitigation. (Environmental Certifying Officer signature is required)
- The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Contact Cheryl Brown (801) 468-0118 for instructions prior to clicking "save" or "submit".

18. The *Determination* criteria depend on the *Form* identified by the *Project Type* in the *General Information* component (Forms EA, X, or Exempt). Both forms have signature lines at the bottom:

Preparer's Signature	Date:
Environmental Certifying Officer (ECO) Signature	Date:
Please Print Name	Title
Title	

19. After signatures are collected and an electronic copy is created, login to WebGrants3 and click *Attach Signed Environmental Review* (a), then click on the *Signed Environmental Review* (b) link. Use the Browse and Attach function to upload the *Signed Environmental Review* request and click *Save*.

20. Make sure to *Mark as Complete* (c).

Attachment	Description	File Name	File Size	Type	Delete?
Signed Environmental Review			26.8 MB		

21. Make sure to click *Submit* when all *Components* are marked Complete.

Components	Name	Complete?	Pr	ndraw
General Information		✓		
Description of of Proposed Action		✓		03/01/2021
Project Area/Location (Attach Map)		✓		03/01/2021
Checklist Part 1		✓		03/01/2021
Checklist Part 2		✓		03/01/2021
Checklist Part 3		✓		03/01/2021
Conclusions, Comments, Mitigation		✓		03/01/2021
Attachments		✓		03/01/2021

webgrants.utah.gov says

Submitting the Environmental Review will lock all sections from further editing. Have you completed all sections? Are you sure you are ready to submit this Environmental Review?

2024 CDBG Grantee Handbook

Environmental Review

Environmental Review Submitted Confirmation

You have successfully submitted your SFHR -

**SECTION D:
CONTRACTING**

SECTION D - CDBG CONTRACT

1. State Contract Execution

The state contract will not be prepared and executed until the environmental review record (ERR) has been submitted in WebGrants and the grantee has received an environmental clearance letter from the HCD environmental review specialist. No work may be performed, or costs committed or obligated against a CDBG award until the contract has been executed by the state. Any such costs will be considered ineligible and become the responsibility of the grantee.

2. Final CDBG Application Review

After final application submission, CDBG staff will review all applications for accuracy and completeness, checking the budget, scope of work, the Sub-Recipient Pre-Award Risk Assessment (PARA), and the 2nd public notice and minutes. Grantees will be notified if any information is missing or incorrect, that must be corrected before the application status is changed to *Awarded* in WebGrants.

3. Contract Execution

In the exhibits, there is an example of the new DWS Scope of Work (SOW). The SOW may vary slightly between contract types. In CDBG, contract types are:

- a. AOG
- b. Construction
- c. Equipment Purchase
- d. Housing Activities
- e. Property Acquisition

After environmental clearance for the project has been issued, the contract documents will be prepared by the HCD contract analyst who will collect internal approvals and then send the unexecuted contract through email to the grantee for electronic signature.

- a. The contract will be sent electronically to the Project Manager identified in the application. It's recommended that the Project Manager share with any legal counsel for the grantee to ensure appropriate legal authority under Utah Law to undertake the activities described in the contract. Then the Project Manager will click approve on the electronic forum to send the contract on to the elected official for signature.
- b. If necessary, Fiscal reporting on receipt of federal funds must be completed by the organization's Chief Financial Officer or Treasurer. Any concerns should be addressed with state staff.
- c. Once the Project Manager approves the contract through the electronic forum, the jurisdiction's **chief elected official must electronically sign** the document emailed by DWS. The Elected Official will receive a notification, at the email identified in the application, requesting signature.
- d. Once the document is completed by the Elected Official, it will automatically be sent to DWS's Executive Director or Designee, and to Utah State Finance for final approval and execution.
- e. At this time, the WebGrants status will be moved to *Underway*, and grantee access to contract components will be open in "*My Grants*". All parties in receipt of an email from Utah's Electronic Signature software will receive an executed copy by email, and will also be attached in WebGrants in *State Program Office Attachments* folder. A copy of the contract must be maintained in the grantee's CDBG project file for at least five years after grant closeout.

- f. It is vital that the contract be signed in a timely manner. There are specific penalties for grantees that return contracts late. These penalties are stipulated in the CDBG Application Policies and Procedures manual that applicants received at the “How to Apply” workshop in the fall. **All awards not under contract by September 30 may be recaptured. The state reserves the right to reallocate uncontracted funds after September 30.**

Note that an Association of Governments may designate another official to sign on behalf of the chief elected official in writing, which is submitted to the state program for documentation.

4. Requesting a Contract Amendment

The CDBG process allows grantees to request amendments to their contracts under certain circumstances. A request for an amendment must be submitted in written form to the state CDBG staff person assigned to the project. Grantees must explain the reason for the request. The request must include all necessary information:

- a. proposed change in the Scope of Work
- b. proposed budget revision
- c. proposed contract extension, if applicable

CDBG staff will review the request. Upon approval, relatively small changes may not require a formal amendment. Staff will use the following criteria in determining the rationality of the request:

- a. Has the grantee demonstrated consistent and acceptable performance during the contract period?
- b. Has the grantee demonstrated diligent project development?
- c. What has been the grantee’s performance on prior grants, if any?
- d. Is there good probability of completion within a reasonable timeframe?
- e. Has the grantee maintained good communication with state staff during the length of the contract (phone, letter, e-mail, progress reports)?

Extension:

Grantees must adhere to the following timelines or risk losing their funding. Extensions will not be considered if these timelines are not followed:

- a. Environmental Review - completed by September 30th
- b. Engineer/architect design and bid ready specifications - completed by December 31st
- c. Advertisements for bids - published prior to March 31st
- d. Bid award - issued by April 30th
- e. Notice to proceed - issued by May 31st

Scope of Work:

- a. Would a change in the scope alter the original project to such an extent that the National Objective may be affected, i.e., the completion of a smaller area of work that would result in reducing the percentage of low/moderate beneficiaries?
- b. Would a change in the scope result in a reduction in the original rating/ranking position of the application that would place it below the final point of funding for that region?

Budget:

- a. The grantee must contact state CDBG staff to prior to submitting a claim for reimbursement that will exceed a budget line item. A determination will be made if an amendment will be necessary. Grantees may submit a claim with up to 10% of the total project budget over or under expended between budget line items—EXCLUDING ADMINISTRATIVE COSTS—without a contract amendment.
- b. Does the revised budget demonstrate that the entire project, as originally proposed, will be accomplished?

If warranted, a contract amendment will be prepared by the state CDBG staff in conjunction with the state Contract Analyst, requiring internal approvals and then sent to the grantee for electronic signature. After the amendment has been executed, all parties will receive a final copy and a completed copy will be attached in *State Program Office Attachments* in WebGrants.

Requests for amendments must be submitted prior to the contract expiration date.

5. Reporting of Federal Awards

The law requires that information about entities and organizations receiving federal funds be disclosed to the public via a central website, USASpending.gov. This information currently includes the entity's name, amount of the grant, funding agency, and location - among other requirements - and is published by the grant-making agency on USASpending.gov. This document is collected at application. If for some reason the Grantee does not complete this document at application, it will become part of the contract. DWS is required to report this data.

The federal award recipient - called the "prime awardee" by Federal Funding Accountability and Transparency Act (FFATA) - files progress reports via the FFATA Sub-award Reporting System (FSRS). Sub-recipients - those entities receiving sub-grants - submit data to the prime awardee. Those sub-recipients with awards of \$30,000 or more must have their data shared by the prime awardee through FSRS. Sub-awardees give their reporting data to prime awardees; prime awardees submit all required data via FSRS; and federal grant-making agencies publish program data on USASpending.gov.



Exhibit 1

GRANT AGREEMENT

INSERT TITLE OF GRANT HERE

This Grant Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department, State** or **DWS** and the following, hereinafter referred to as Grantee or Contractor:

Organization:

Address:

City, State Zip:

Vendor Number: *Insert Vendor #* Commodity Code: 99999 UEI Number: *Insert #*

Contractor Type: Government Subrecipient/Contractor: Subrecipient

Funding Source: Community Development Block Grant (CDBG) CFDA #14.228

PURPOSE

The CDBG grants are to assist in developing viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Individual projects are defined in the Scope of Work.

SOLICITATION

This Agreement has been awarded as a result of the solicitation process, Solicitation *Insert #*.

PERIOD OF PERFORMANCE

This Agreement shall be effective **July 1, 2024** through **June 30, 2025 or December 31, 2025**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

CONTRACT COSTS

The **Grantee** shall be paid up to a maximum of **\$INSERT AMOUNT** for costs authorized under this Agreement, based on funding availability and/or Grantee performance. All expenditures and activities must be in accordance with all attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year end. Billings submitted after this date may be denied.

ATTACHMENTS*

Attachment A: State of Utah Standard Terms and Conditions for Services

Attachment B: Department of Workforce Services Interagency Supplemental Terms and Conditions

Attachment C: Scope of Work

Attachment D: Budget

Attachment E: Federal Subaward Funding and Reporting Requirements

(*Attachments are subject to change. Some contracts, depending on the type of contract, may have additional Attachments.)

CONTACTS

Department of Workforce Services	GRANTEE
Sarah Moore OR Nicole Kerr OR Julie Tuimauga	Name
Program Specialist	Position
140 East 300 South	Address
Salt Lake City, UT 84111	City, State Zip
801-834-4609 OR 385-321-4670 OR 385-391-8017	Phone
smmoore@utah.gov OR nkerr@utah.gov OR jtuimauga@utah.gov	Email

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: **INSERT GRANTEE NAME HERE**

 Signature

 Date

 Print Name and Title

ATTEST: **UTAH DEPARTMENT OF WORKFORCE SERVICES**

 Casey Cameron, Executive Director

 Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent

with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that

the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.
2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.
3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.
4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.
5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. **MONITORING:**

- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
- c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

7. **CODE OF CONDUCT** (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
10. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
11. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
12. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any

payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

13. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
14. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
15. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
16. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
19. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in

the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

20. DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:

- a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
 - iii. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - iv. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - v. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - vi. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than

“necessary and reasonable costs to perform the services” as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

21. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
22. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, “Program Expenses” to either Category I, “Indirect Expenses” or Category II, “Direct Administrative Expenses” or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
23. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
24. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
25. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS’S or CONTRACTOR’S responsibilities with respect to this contract is prohibited except as required or allowed by law. CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C

SCOPE OF WORK

Construction

Name of city/town/county

I. Purpose/Background

Name of city/town/county has been awarded funding for/to _____. The Grantee's project shall meet the identified Community Development Block Grant (CDBG) National Objective, and meet other urgent community needs when existing conditions pose a serious and immediate threat to the health or welfare of the community. The purpose of the CDBG program is to assist in developing viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income (LMI).

II. Grantee Responsibilities

The Grantee will adhere to the solicitation documents provided in the CDBG 2022 application for the project name here. The Grantee must request prior written approval promptly from the awarding agency for any revisions to *Attachment D - Budget* or to this Scope of Work whenever the following applies:

- A. The revision results from changes to this Scope of Work or the objective of the project or program.
- B. The need arises for additional funds to complete the project.
- C. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable Office of Management and Budget (OMB) cost principles listed in 2 CFR 200, subpart E.

III. Outcomes/Deliverables

- A. Location: Address
- B. Actual measurements
- C. Number of (meter valves, fire hydrants, etc.)
- D. Meet the requirement of HUD Matrix Code: _____

IV. Monitoring

- A. The Grantee shall permit the State the right of compliance reviews which may include but it not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. Criteria to be used in monitoring performance includes compliance with this Agreement and the Federal and State objectives established for the Small Cities CDBG program as specified in Title I of the Housing and Community Development Act of 1974 as amended and the "Monitoring Checklist for Construction (Section I) in the Utah Community Development Block Grant Grantee Handbook".
- C. The Grantee will be monitored according to the Grantee's Procurement and Disposition Policies, set forth in 24 CFR 570.489 as required. (These policies may have been provided during the application process.) If no policies are provided, the Grantee will be monitored using the Procurement and Disposition Policies provided by the Housing and Community Development Division at DWS.

V. Services and Project Reporting Requirements

The Grantee shall provide the services specified in this Scope of Work and comply with Federal regulations pertaining to the Small Cities CDBG program. The Grantee shall submit a performance report upon request to the State in a format designed by the State.

VI. Budget

- A. Allocable expenditures shall be allowed within the budget line items as they pertain to the activities approved at the time of contracting. The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds, and that the project costs are reasonable. To the extent practicable, CDBG funds are not substituted for non-Federal financial support, and are distributed on a pro rata basis with other finances provided to the project.
1. Compliance with mandatory duplication of benefits requirements by developing, implementing, and maintaining adequate procedures and to prevent any duplication of benefits for assisted activities.
 2. Claims for Reimbursement will be entered into the WebGrants system only after the contract is executed and the agreement is in Underway status, following the steps provided in the CDBG Grantee Handbook, Financial Management section. Costs may not be incurred before the State provides appropriate review of, and Environmental clearance for all activities related to the project, regardless if CDBG is paying for those activities. Claims are expected to be entered no less than quarterly while the project is active.
- B. All costs incurred during the period of performance, but before the contract is executed, are the recipient's risk, and the State is not required to reimburse such costs if for any reason the recipient does not receive a State contract, or if the contract is less than anticipated and inadequate to cover such costs. For pre-award costs the Grantee must receive written approval from the State CDBG office, for specific types of costs. No costs shall be incurred for activities listed at 24 CFR 570.482(f)(4).
- C. Budget change requests to the State CDBG office should be made before over-expenditure of individual budget line items are incurred. Claims for reimbursement will be returned for corrections if the claim for reimbursement includes amounts over 10% of the budgeted line item. Changes in Budget line items require updated budget and written pre-approval from DWS. Inclusion of additional types of budget line items may not be made within the contracting period.
- D. The Grantees who have not expended contract funds 30 days prior to the end of the contract period may request a contract extension. An extension of the contract will require an amendment as referenced in *Attachment A – State of Utah Standard Terms and Conditions for Services*. Any amendment to extend the contract is at the discretion of DWS.

VII. Additional Requirements

- A. **Housing and Urban Development Act**
The Grantee shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135) and Minority and Women Owned Business Enterprises (Disadvantaged Business Enterprises Title 40, Part 33) to ensure that employment and other economic opportunities generated by the CDBG program, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low (80% AMI) to very low-income (30% AMI) persons, and Disadvantaged Business Enterprises.
- B. **Termination**
In addition to any other bases for contract termination, the State may terminate this contract if the Grantee fails to meet a contract deadline. State CDBG program staff, in their discretion, may extend contract deadlines for non-construction projects.
- C. **Termination Appeals**
The Grantee may appeal the State's decision to terminate the contract in advance of the specified expiration date. Appeals must be made in writing within 10

calendar days following the receipt of the notice of termination. The CDBG Policy Committee will decide the appeal. The Grantee may, but is not required to, attend the policy committee meeting at which the Grantee's appeal is considered. The CDBG Policy Committee may base its decision on based on evidence submitted in telephone polls, conference calls, and documents, including facsimiles and emails.

D. **Continuing Resolution**

In the event that funding for this program is provided through Federal Continuing Resolution, the State shall be responsible to expend only those funds actually provided to the State by Continuing Resolution and is under no further obligation to the Grantee or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The State may determine the method for distributing and expending funds provided by Federal Continuing Resolution.

E. **Environmental Review Compliance**

The Grantee shall comply with the National Environmental Policy Act of 1969 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, the Environmental Review Procedures of the CDBG program at 24 CFR Part 58, and the Housing and Community Development Amendments of 1981 as amended.

F. **Lead-Based Paint**

The Grantee shall comply with 24 CFR Part 35 (Lead-Based Paint poisoning Prevention in Certain Residential Structures), 42 USC Ch. 63A (Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, and 40 CFR Part 745 (Renovation Repair & Painting).

G. **Criteria Documentation**

The Grantee shall collect and analyze data pertaining to the manner in which work performed under this contract has (or will) meet the following CDBG National Objective:

1. Benefit low and moderate income families;
2. Aid in the prevention or elimination of slums or blight; and/or
3. Meet other urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community.

H. **Assurances That Other Sources of Project Funds are Secured**

The Grantee, prior to the commencement of expenditures authorized by this agreement, shall provide to the State evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the Grantee to perform the services and construct the facilities described herein.

I. **Acquisition, Relocation and Residential Anti-Displacement**

All real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Grantee certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on [fill in the Anti-displacement date here](#).

J. **Citizen Participation**

The Grantee certifies that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

- K. **Program Costs Recovery**
The Grantee certifies that we will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of Acquisition, Relocation and Anti-displacement.
- L. **Excessive Force Certification**
The Grantee certifies that we will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101 144, (the 1990 HUD Appropriations Act). The Grantee will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.
- M. **Change of Use**
The Grantee certifies that the jurisdiction will comply with all requirements of 24 CFR Part 570, specifically Sections 488; 489 J, requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract with the State.
- N. **Generation of Program Income**
The Grantee may retain program income up to \$35,000 only if (1) such income was realized after the initial disbursement of the funds received by the Grantee, (2) the Grantee satisfactorily demonstrates that the program income will be applied to continue the activity from which income was derived, and (3) the State gives explicit written permission to retain and use the income.

**ATTACHMENT D
BUDGET**

Budget per Year

Year	Budget Category	CDBG Funds	Other Funds	Total
2023	Equipment Purchase	\$00,000.00	\$00.00	\$00,000.00
2023	Construction	\$00,000.00	\$00.00	\$00,000.00
2023	Engineering	\$00,000.00	\$00.00	\$00,000.00
2023	Acquisition	\$00,000.00	\$00.00	\$00,000.00
		\$000,000.00	\$0,000.00	\$000,000.00

Source of Other Funds

Type	Source	Status	Amount
Local	General Fund	Funds Committed	\$0,000.00



ATTACHMENT E

State of Utah Department of Workforce Services FEDERAL SUBAWARD FUNDING AND REPORTING REQUIREMENTS

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: #14.228 Community Development Block Grant

Federal Award Identification Number (FAIN): B-23-DC-49-0001

Federal Awarding Agency: U.S. Department of Housing & Urban Development (HUD)

Federal Award Issue Date: Pending Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 24-DWS-XXXX

Project name and description:

Project name listed: including the description

Start date of award: 07/01/2023 End date of award: 06/30/2024 or 12/31/2024

Amount of federal funds obligated by this action: \$0.00

Total amount of federal funds obligated: \$0.00

Total amount of the federal award committed: \$0.00

Subrecipient has a: Federal NICRA: Yes No **-OR-** de Minimis: Yes No

Indirect Cost Rate: _____

Indirect Cost Rate Base:

SUBRECIPIENT INFORMATION

UEI number: _____

Name of Subrecipient: _____

Business Address: _____

City: _____ State: _____ Zip+4: _____

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

DATE:

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Section E - CDBG Project Financial Management Checklist

#	✓	Review each step and check off once completed
1		Project costs incurred prior to receiving an environmental clearance letter and an executed State contract may not be reimbursed with CDBG funds. <i>Note:</i> An exception is costs incurred to prepare the environmental review. Contact CDBG Program Manager Zach Leavitt for more information.
2		Construction contracts awarded and signed by Grantee should follow procurement guidance from State CDBG staff.
3		Refer to Exhibit 1 at the end of the Financial Management section for instructions regarding how to submit a Claim for Reimbursement.
4		In WebGrants, attach invoices or construction contractor Pay Request to the Claim's <i>Supporting Documentation Upload</i> component to support the request for CDBG reimbursement.
5		Attach invoices separately to the Claim and list the invoice number in the <i>Description</i> for each attachment. Keep the description of the attachment short and to the point.
6		In the <i>Comments/Status</i> section of the Claim, include 2 or 3 sentences to explain status of project. For example: "Contractor has completed the excavation and foundation. Will begin framing in October. Project is 25% complete".
7		Attach contractor payrolls, worker interview sheets, and Vendor statements should be attached as individual files in WebGrants in <i>Grantee Attachments</i> - See WebGrants Screenshots
8		Before submitting a Claim in WebGrants, it is recommended that you print the Claim and attach the hard copies of invoices, etc. Keep a copy of each Claim and documentation in a file folder or 3 ring binder for state monitoring at end of project. Retain this information for 5 years.
9		Document the receipt of state funds by attaching the evidence of EFT transfer in <i>Grantee Attachments</i> , NOT to the Claim.
10		Document the payments to contractors and vendors by attaching canceled checks or bank statements in <i>Grantee Attachments</i> .
11		When submitting the final Claim, attach the signed <i>Certification of Expenditures</i> form in <i>Grantee Attachments</i> . This must be signed by the chief elected official of the Grantee organization. This is the Mayor or County Commissioner if the grant is with the County.
12		All grant expenses incurred by June 30th must be submitted for reimbursement no later than July 15th in order to be paid. Late submissions will not be paid.

SECTION E—FINANCIAL MANAGEMENT

1. Overview

This section provides grantees with guidelines to meet the CDBG financial requirements. The purpose of these guidelines are to:

- a. Ensure that the grantee maintains accurate and complete financial records
- b. Outline source documentation that must be kept with the financial records
- c. Help the grantee establish control and accountability for all funds, property and other assets used during the implementation of the CDBG-funded activity
- d. Outline internal controls which eliminate the potential for fraud, waste and abuse

2. Local Financial Management Responsibilities

Local financial management procedures should provide the ability to trace each CDBG dollar to see where it went. The grantee's financial staff will be required to:

- a. Review all expenditures through contracts, invoices and purchase orders
- b. Ensure proper coding of expenditures
- c. Review and process requests for payments by contractors
- d. Maintain records
- e. Prepare financial reports
- f. Prepare checks for approved expenditures

Most financial record-keeping and reporting requirements are consistent with accounting systems used by counties and municipalities in the State of Utah. There is no need to redesign local accounting systems that already provide for adequate recording procedures. In many instances, the CDBG recording procedures require only minor adjustments or additions to the existing system.

3. Incurring Costs

The CDBG award letter does not authorize the grantee to begin incurring costs. Under no circumstances can CDBG funds be used to reimburse costs incurred prior to receiving environmental clearance from the State. Costs incurred prior to July 1 will not be reimbursed, however costs incurred to complete the HUD environmental review prior to July 1 can be charged against budgeted administration costs. HUD regulations at 24 CFR Part 570.489(b) give the State a little flexibility in this regard. If a grantee has a special situation and must incur costs prior to July 1, the grantee must submit a request in writing outlining the need. The state CDBG staff will make a determination and respond in writing. The grantee cannot proceed without written approval and must have environmental clearance.

4. Multi-Year Contracts

If a grantee has a multi-year CDBG contract, costs associated with the second year can be incurred at any time after HUD environmental clearance and original contract execution. The State, however, cannot reimburse costs for the amount of the second year's funding until the second year of the contract.

The grantee must pay expenditures up front and wait for reimbursement. For example, a grantee has a two-year CDBG contract with funding at \$100,000 per year for a total of \$200,000 that begins July 1st. In July the grantee obtains an environmental clearance. In August, the grantee spends \$125,000 on the project. When the claim and documentation are

submitted to the State, the grantee will be reimbursed \$100,000. In July of the following year, the contract budget will be amended to a total of \$200,000. Another claim is submitted, and another \$25,000 will be reimbursed.

5. Financial Documentation

Every CDBG transaction must be supported by adequate source documentation. Documentation should be kept that support the Claims for Reimbursement submitted in WebGrants. Examples of documentation include:

- a. Employee time sheets that identify time spent on the CDBG project
- b. Payroll registers that identify salary and benefit amounts
- c. Heavy equipment logs (when city/county employees do construction projects)
- d. Contractor invoices
- e. Other invoices or receipts
- f. Travel receipts and supporting documentation
- g. Copies of canceled checks
- h. Copies of deposit slips and/or bank statements verifying deposits
- i. Indirect cost plan
- j. Cost allocation plan

Inadequate or unacceptable documentation includes:

- a. Purchase orders (without a supporting invoice or receipt)
- b. Statements (without supporting invoice details)
- c. Contractor bids or estimates

The type of documentation needed depends on the type of project being funded. Some projects require a contractor, while others use city/county employees. Some grantees include administration expenses in their budget. Documentation for a construction project using a contractor with no administration expenses would include:

- a. Contractor's invoices
- b. Copies of the canceled checks made out to contractor
- c. Copies of the deposits of CDBG funds (bank statements, not ledgers)

On the other hand, if city employees perform the work (force account labor), the documentation would be:

- a. Employee time sheets with time spent on CDBG projects specified
- b. Payroll registers
- c. Heavy equipment logs with time spent on the CDBG project specified
- d. Invoices for construction materials and supplies
- e. Canceled checks
- f. Copies of deposits of CDBG funds

All CDBG financial documentation should be kept in a single CDBG file to simplify the WebGrants claims process.

6. Incurring Administrative Costs

The state CDBG program allows up to 10 percent of the applicable activities cost to be used for administrative costs. Administration covers the costs of implementing a local project, including preparing the environmental review, planning, accounting costs, fees paid to a

consultant for administering the project and other contractual costs for professional services used in administration of the grant. Regulations governing administrative costs can be found in 2 CFR Part 200, Subpart E.

If the grantee wants to charge administration to the grant, it must be included in the contract budget. Grantees must also document all administrative expenses just as they would project costs.

7. Applicable Laws

The following state and federal requirements apply to the financial management function for local CDBG programs:

- a. 24 CFR Part 570.502 - Grantees and sub-recipients shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award” with some exceptions. This establishes uniform administrative rules for federal grants, including guidance on financial administration, procedures for control and disposition of property, and retention of records. Federal requirement for record retention is three years after closeout but the state requires retention for five years after closeout
- b. 24 CFR Part 570.489 - Program Administrative Requirements

8. Cost Principles and Prior Approval for State and Local Governments

Pursuant to 24 CFR Part 570.489(p), the provisions of 2 CFR Part 200 Subpart E apply to the State CDBG grantee and its sub-recipients. Costs must:

- a. Be necessary and reasonable for the proper and efficient administration of the grant activities
- b. Be allocable to the grant
- c. Be authorized or not prohibited under state or local law
- d. Conform to any limitations or exclusions set forth in federal laws and regulations
- e. Submitted regularly, preferably MONTHLY during active project administration

9. Internal Controls

The grantee must establish internal controls that eliminate the potential for fraud, waste and abuse of CDBG funds. The system of internal controls must meet the following criteria:

- a. No person shall have complete control over every phase of a significant transaction. For example, the person who authorized payments to contractors cannot also cut and issue the checks to the contractor.
- b. Fiscal record keeping shall be separate from other program management operations.
- c. Monthly bank reconciliations shall be made by someone who is not responsible for handling cash or issuing checks.
- d. Preparation of payrolls and issuance of paychecks shall be handled by different individuals.

10. Claims for Reimbursement.

All Claims must be submitted online through WebGrants. After logging into WebGrants, the grantee clicks “My Grants” and opens the current CDBG grant. From there, the grantee clicks “Claims for Reimbursement” and “Add” to enter a claim. All supporting documentation must be attached to the claim. The comment section must reflect an accurate description of the activities performed that the reimbursement is for, and the “%

project completed”. After the grantee clicks “Submit,” state staff is notified electronically that a claim has been submitted. Grantees can review the status of their submitted claim in WebGrants. The level of documentation required will depend on the activities performed. If a claim lacks the proper documentation, it will be put into “correcting” status, and the grantee will be notified that more information is needed. Generally, claims are paid within one week of receipt. The status of a claim can be tracked in WebGrants. The claim will be marked as “paid” when a check has been issued to the grantee. Follow the steps in **Exhibit 1**, provided at the end of this section.

11. Other Leveraged Funds

If project costs are reduced, the grantee is still required to expend the same percentage of local funds committed per the state contract. Supplanting is defined as: “A state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law.” Supplementing “occurs when federal funds enhance existing state or local funds for program activities.” and stays true to the intention of the award.

12. Revolving Loan Funds—Program Income

Program income, for the purposes of the CDBG program, is gross income that is received by either a grantee or sub-grantee and has been directly generated from the use of CDBG funds. For those program income-generating activities that are only partially assisted with CDBG funds, such income is prorated to reflect the actual percentage of CDBG funds that were used. Examples of CDBG program income include:

- a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds
- b. Proceeds from the disposition of equipment bought with CDBG funds
- c. Gross income from the use or rental of real property that has been constructed or improved with CDBG funds and that is owned by the recipient or sub-recipient
- d. Payments of principal and interest on loans made using CDBG funds
- e. Proceeds from the sale of loans made with CDBG funds
- f. Proceeds from the sale of obligations secured by loans made with CDBG funds
- g. Any interest earned on funds held in a revolving fund account
- h. Any interest earned on program income pending its disposition

State CDBG regulations and the administrative regulations at 2 CFR Part 200, Subpart D - Post Federal Award Requirements have sections devoted to program income. Under the regulations, the State must track a grantee’s program income as long as there is program income, even after contract closeout. Program income excludes amounts less than \$35,000 collected and retained by local governments in a single year, unless it is part of a Revolving Loan Fund. The State has identified the year to be the entity’s fiscal year. If a grantee receives less than \$35,000 in program income in a fiscal year, that amount is not considered to be program income. If a grantee receives more than \$35,000 in a fiscal year, the entire amount is considered program income.

Grantees must disburse program income to fund the same activity before seeking new program funds. The State requires a statement of program income balance when new funding is requested for the same activity. Quarterly program income reports are also a requirement of the state program. These reports are as of March 31, June 30, September 30 and December 31. Program income is a complicated issue. If you have questions, please consult with state CDBG staff.

13. Single Audit

CDBG funds are subject to the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. This circular establishes uniform requirements for audits of federal financial assistance. It establishes uniform requirements for federal financial assistance provided to states, local governments and non-profit organizations, and it promotes the efficient and effective use of audit services.

Who Must Have a Single Audit?

A non-federal entity that expends \$750,000 or more of federal funds (CDBG plus all other federal funds) during the non-federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F. Determining the amount of federal funds expended shall be based on actual cash disbursed, not notice of an award, execution of a contract or receipt of funds.

What Is a Single Audit?

A single audit includes an audit of a grantee's financial statements, additional tests of compliance with applicable laws and regulations, review of the schedule of federal financial awards and expenditures of said funds, reports on internal controls, findings and proposed corrective actions, and a letter from the independent auditor. Reporting requirements can be found in 2 CFR Part 200.501 - Audit Requirements.

Who Can Perform a Single Audit?

An independent Certified Public Accountant must perform the single audit.

When is the Audit Due and Where Should it be Sent?

Federal Requirement

Sub-recipients must submit audit packages described in 2 CFR Part 200.512(c) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The package must be submitted electronically to the Federal Audit Clearing House (FAC). <https://harvester.census.gov/facweb/Default.aspx>

State Requirement

Further information on financial reporting and audit requirements can be found on the Utah State Auditor website: <https://resources.auditor.utah.gov/s/>

Utah State Auditor's Office
East Office Building, Suite E310
Utah State Capitol Complex
Salt Lake City, UT 84114
(801) 538-1025

Who Pays For a Single Audit?

The State prefers to have a grantee pay for its single audit out of general funds. Per 2 CFR Part 200.425 - Audit Services, the cost of a single audit is, however, an allowable charge to the CDBG grant if the recipient expended \$750,000 or more in federal assistance in their fiscal year and are required to have the audit completed. If the recipient is not required to have a single audit completed but merely elects to have one completed, federal funds may not be used to finance the cost of the audit.

The percentage of audit costs charged to the CDBG grant should not exceed the percentage of CDBG funds expended. In other words, if 25% of an organization's expenditures were CDBG expenditures, 25% of the cost of the audit may be charged to CDBG.

DWS Review of Sub-recipient Audits

For audits performed at the sub-recipient level, DWS staff will review the audit reports for compliance with the Single Audit Act to identify questioned costs and other audit findings and recommendations. In instances where the State sustains the questioned costs, the State will account for them as a receivable and pursue recovery or take other appropriate follow-up action. In other instances, the State will review the audit report with the audited sub-recipient and/or the auditor and decide not to sustain the costs. In either instance, the resolution should be within a reasonable time, which has been established to be within six months from receipt of the audit.

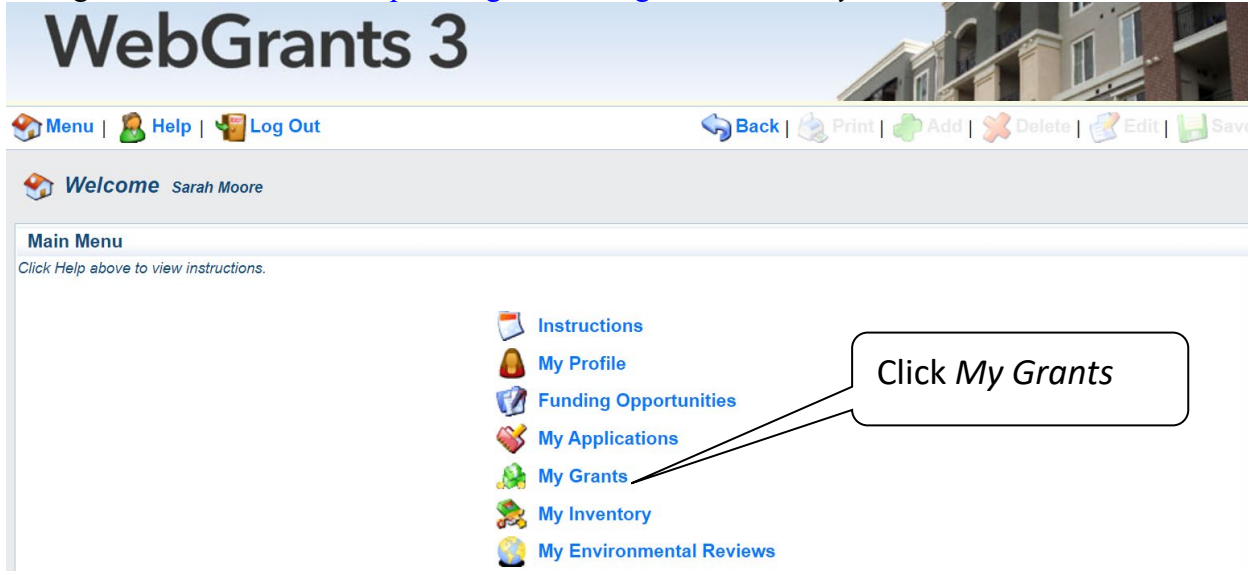
Resolving Findings and Grant Closeout

An unresolved audit finding may result in one or more of the following sanctions: a withholding of the questioned cost (or repayment of the questioned cost), suspension of current CDBG awards, terminations of current CDBG awards or denial of future CDBG awards. Likewise, these sanctions may be imposed if the single audit is not completed as required.

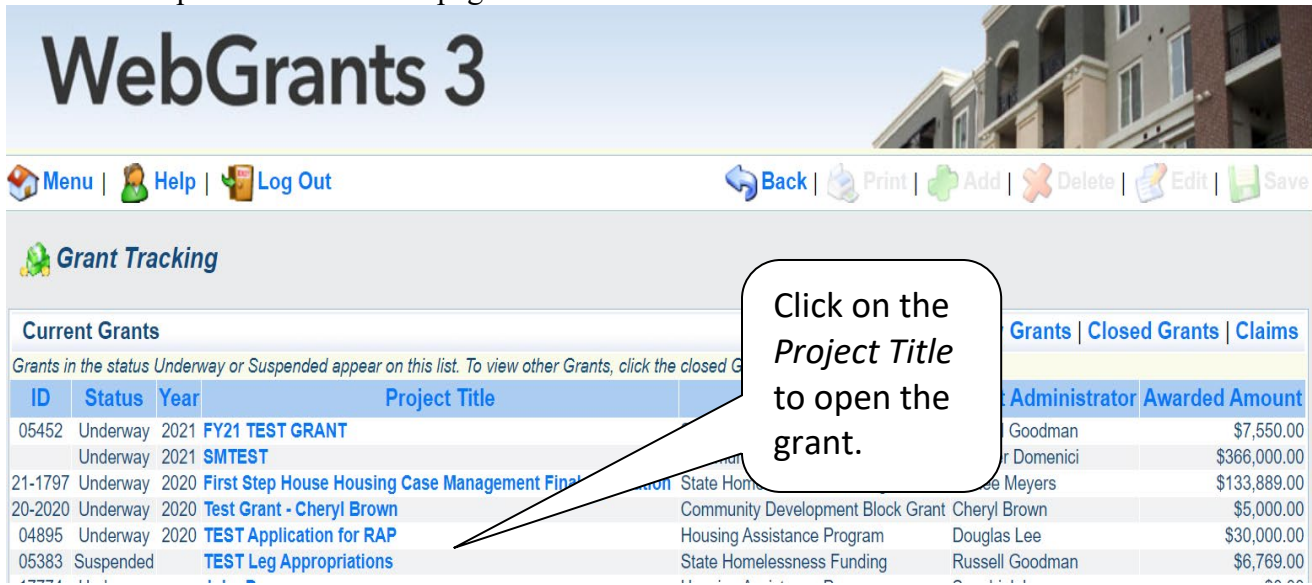
Exhibit 1

How to Submit a Claim for Reimbursement in WebGrants3

1. Log into WebGrants3 at <http://webgrants.utah.gov> and click *My Grants*.



2. This will open *Current Grants* page.



3. Click *Claims For Reimbursement*

Instructions

The Grant forms appear below.

Grant Components

- General Information
- Budget
- Claims for Reimbursement
- Closeout Form
- Contract Amendment
- Finance Attachments
- Grantee Attachments
- Scope of Work
- State Program Office Attachments
- Opportunity Application

Click "Claims for Reimbursement" to view, edit or add a claim.

4. Click *Add* to create a new claim.

WebGrants 3

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Grant Tracking

Grant: - SMTEST - 2021

Status: Underway
Program Area: Community Development Block Grant
Grantee Organization: Webgrants Testing Station
Program Officer: Jennifer Domenici

Claims Copy Existing Claim | Return to Components

ID	Type	Status	Date Submitted	Date Paid	Date From-To	Claim Amount
- 001	Reimbursement	Submitted	02/19/2021		06/01/2020 - 12/30/2020	\$75,100.00
- 002	Reimbursement	Submitted	02/19/2021		03/03/2021 - 06/30/2021	\$11.00

Click *Add* to create a new Claim.

5. Click the *ID* hotlink to view or edit an existing claim. Check the **status**, if a claim is in editing, it can be edited. If it is in any other status, then it is only viewable.

WebGrants 3

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Grant Tracking

Grant: - SMTEST - 2021

Status: Underway
Program Area: Community Development Block Grant
Grantee Organization: Webgrants Testing Station
Program Officer: Jennifer Domenici

Claims Copy Existing Claim | Return to Components

ID	Type	Status	Date Submitted	Date Paid	Date From-To	Claim Amount
- 001	Reimbursement	Submitted	02/19/2021		06/01/2020 - 12/30/2020	\$75,100.00
- 002	Reimbursement	Submitted	02/19/2021		03/03/2021 - 06/30/2021	\$11.00

Click the *active link ID* to edit and/or view a current or previous Claim.

6. When Adding a new claim, Enter the period of time for which the expenses were incurred and click *Save*. Grantees are encouraged to submit requests monthly, AT LEAST quarterly.

Ensure the TYPE is Reimbursement!
Type in the two dates or use the calendar tool to choose the dates. *Note:* When typing, the // marks in the date are added automatically.

After entering the period dates, click *Save* to continue.

The screenshot shows a web form titled 'Claim General Information'. It includes a 'Claim Type' dropdown menu set to 'Reimbursement', and 'Report Period' fields with 'From Date' and 'To Date' labels. Navigation buttons like 'Back', 'Print', 'Add', 'Delete', 'Edit', and 'Save' are visible at the top.

7. Review the saved data and click *Return to Components* to continue editing.

Click *Edit* if the information on the General Information needs to be altered.

Review and click *Return to Components* to move to the next page.

The screenshot shows the 'Grant Tracking' page for 'Claim: - 003'. It displays details such as 'Grant: -SMTEST', 'Status: Editing', 'Program Area: Community Development Block Grant', 'Grantee Organization: Webgrants Testing Station', and 'Program Manager: Jennifer Domenici'. A 'Reporting Period' section shows 'Claim Type: Reimbursement', 'Claim Status: Editing', and 'Report Period' from 02/01/2021 to 02/28/2021. A 'Return to Components' button is visible at the bottom right.

8. A new Claim has now been created. This screen shows that the 1st of four components has been completed, the General Information component. A “ ✓ ” will appear when each component is completed. Click “Reimbursement” to continue.

Click *Reimbursement* to continue.

The screenshot shows the 'Grant Tracking' page with a table of components. The 'General Information' component is marked as complete with a checkmark. The 'Reimbursement' component is the next step.

Component Name	Complete?	Last Edited
General Information	✓	03/01/2021
Reimbursement		
Comments/Status		
Supporting Documentation Upload		

9. Enter expenses in whole dollars, click *Save* in the upper right of the top task bar:

Grant Tracking

Claim: 192676 DWS DWS - 003

Grant Components

Grant: **192676 DWS DWS-Final test - Sarah**
 Status: Editing
 Program Area: Community Development Block Grant
 Grantee Organization: Webgrants Testing Station
 Program Manager: Nicole Kerr

Enter expenses.
Then click *Save*

Reimbursement

Budget Category	Details
Budget Per Year	
2022	Administration (Budget Category)
2022	Engineering (Budget Category)
2022	Construction (Budget Category)

Contract Budget	Expenses This Period	Prior Expenses (Paid)	Total Paid	Available Balance (Unpaid)	Prior Expenses (Submitted Not Paid)	Total Claim	Remaining Balance (Unclaimed)
\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$20,001.00	\$20,001.00	(\$5,001.00)
\$351,000.00	\$0.00	\$0.00	\$0.00	\$351,000.00	\$55,110.00	\$55,110.00	\$295,890.00

10. After reviewing entries for accuracy, click *Mark as Complete* to move to the next component.

Grant Tracking

Claim: - 003

Grant Components

Grant: **-SMTEST**
 Status: Editing
 Program Area: Community Development
 Grantee Organization: Webgrants Testing Station
 Program Manager: Jennifer Domenici

Click *Mark as Complete*

Reimbursement

[Mark as Complete](#) | [Go to Claim Forms](#)

Budget Category	Contract Budget	Expenses This Period	Prior Expenses (Paid)	Total Paid	Available Balance (Unpaid)	Prior Expenses (Submitted Not Paid)	Total Claimed	Remaining Balance (Unclaimed)
Budget Per Year								
2021	\$15,000.00	\$5,000.00	\$0.00	\$5,000.00	\$10,000.00	\$20,001.00	\$20,001.00	(\$5,001.00)
2021	\$351,000.00	\$18,000.00	\$0.00	\$18,000.00	\$333,000.00	\$55,110.00	\$55,110.00	\$295,890.00
Total:	\$366,000.00	\$23,000.00	\$0.00	\$23,000.00	\$343,000.00	\$75,111.00	\$75,111.00	\$290,889.00

11. Click *Comments/Status* to open box to add description of expenses submitted. Also add a brief narrative about the progress of the project.

The screenshot shows a 'Components' section with a table. The table has a header row with 'Name' and a 'Preview | Submit' button. The table rows are: 'General Information', 'Reimbursement', 'Comments/Status', and 'Attachments'. A callout box points to the 'Comments/Status' link with the text: 'Click *Comments/Status* and add description of expenses submitted. A statement regarding the progress the project is required in order to submit the claim.'

12. Enter description and then click *Save*. Be sure to *Mark as Complete* when satisfied with the description. If the comment needs to be edited, click *Edit* in the top task bar.

The screenshot shows the 'WebGrants 3' interface. At the top, there is a navigation bar with 'Menu | Help | Log Out' and 'Back | Print | Add | Delete | Edit | Save'. Below this is the 'Grant Tracking' section. The 'Claim: - 003' is displayed. The 'Grant Components' section shows: Grant: -SMTEST, Status: Editing, Program Area: Community Development Block Grant, and Grantee Organization: Webgrants Testing Station. Below this is the 'Comments/Status' section with the prompt 'Enter any comments related to claim here'. A callout box points to the 'Save' button with the text: 'Click Save when done.' Another callout box points to the text box with the text: 'Click inside the text box to add description.' The text box contains the following text: '* Invoice # 12894 - ABC Consultants - soil testing
Invoice # 17865 - Acme Engineering - Preliminary Site Drawings
Status to date: Engineering is 35% complete. Will put out to bid in June.'

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Grant Tracking

Claim: - 003

Grant: **-SMTEST**

Status: Editing

Program Area: Community Development Block Grant

Grantee Organization: [redacted]

Program Manager: [redacted]

Click *Edit* in top tool bar to edit description.

Click *Mark as Complete* to check off the component.

Comments/Status [Mark as Complete](#) | [Go to Claim Forms](#)

Enter any comments related to claim here

* Invoice # 12894 - ABC Consultants - soil testing
 Invoice # 17865 - Acme Engineering - Preliminary Site Drawings
 Status to date: Engineering is 35% complete. Will put out to bid in June.

13. The final component of the claim is *Supporting Documentation Upload*. This is the place to attach invoices, ledgers and other documents that support the reimbursement requested. Purchase Orders and bids are not acceptable source documents. Attach proof of payment to support the reimbursement.

Claim: - 003 [Grant Components](#)

Grant: **-SMTEST**

Status: Editing

Program Area: Community Development Block

Grantee Organization: Webgrants Testing Station

Program Manager: Jennifer Domenici

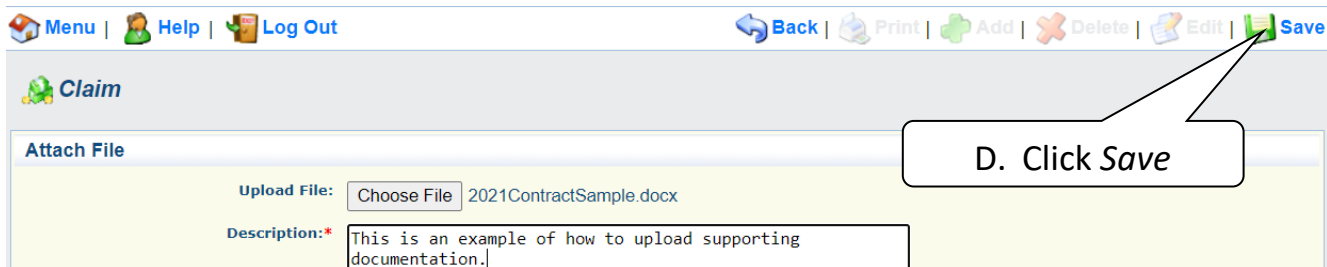
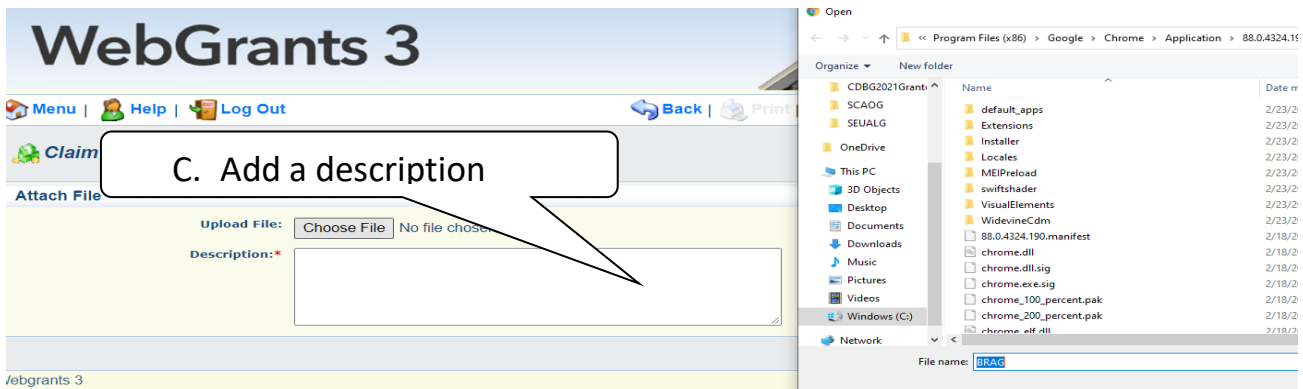
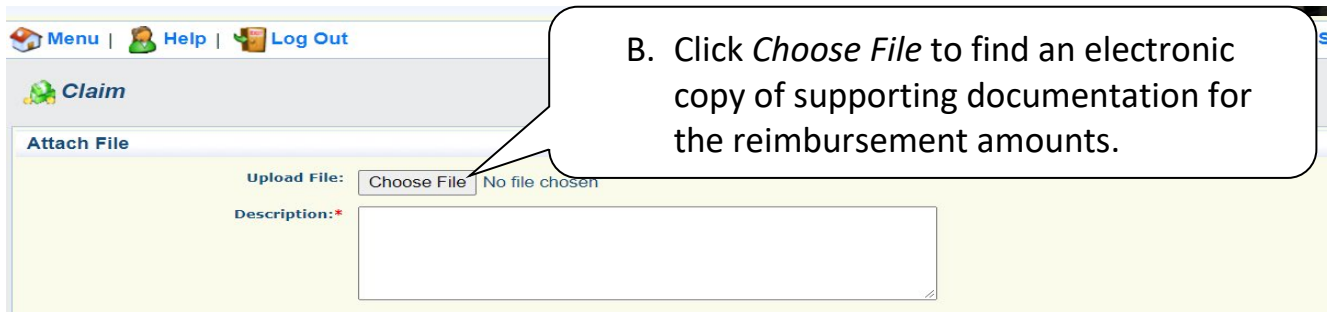
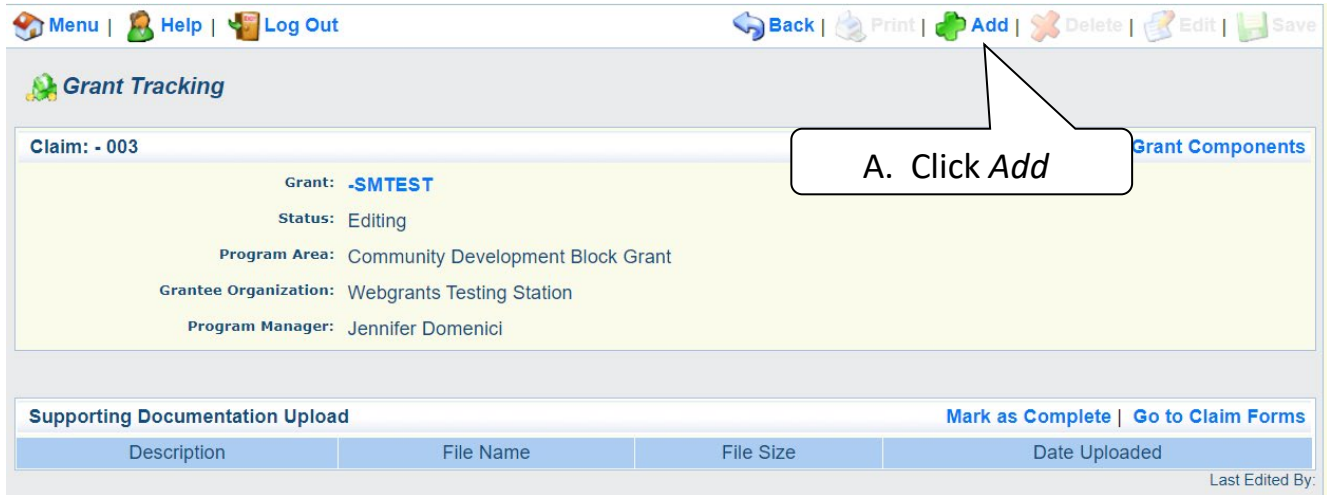
Click *Supporting Documentation Upload* to add supporting documents (invoices). **Do not attach contractor payrolls, interviews, or project photos here. Those must be attached in 'My Grants' Grantee Attachments.**

Components [Preview](#) | [Submit](#)

Complete each component of the Claim and mark it as complete. Click Submit when you are done.

Name	Complete?	Last Edited
General Information	✓	03/01/2021
Reimbursement	✓	03/01/2021
Comments/Status	✓	03/01/2021
Supporting Documentation Upload		

14. To add an attachment: A. Click *Add* in the top tool bar. B. Click *Choose File* to open a common Browse feature and find the file path C. A description must be entered describing the attachment. D. Click *Save*.



15. Upload additional documentation as needed by repeating steps A-D. When done adding documentation, Click Mark Complete.

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Grant Tracking

Claim: - 003 Grant Components

Grant: **-SMTEST**
 Status: Editing
 Program Area: Community Development Block Grant
 Grantee Organization: Webgrants Testing Station
 Program Manager: Jennifer Domenici

Supporting Documentation Upload Mark as Complete | Go to Claim Forms

Description	File Name	File Size	Date Uploaded
This is an example of how to upload supporting documentation.	2021ContractSample.docx	128 KB	03/01/2021

Last Edited By: Sarah Moore, 03/01/2021

Click Add or Click Mark as Complete

Note: Multiple documents can be attached, and it is best to attach invoices as individual files to make it easier for the Program Specialists to review the documents submitted.

16. Almost done!!! Don't forget to click *Submit* to submit the claim in WebGrants. The system will notify the assigned program specialist of a status change, and they will know to get in and review the submission.

Program Area: Community Development Block Grant
 Grantee Organization: Webgrants Testing Station
 Program Manager: Jennifer Domenici

Preview | Submit

Complete each component of the Claim and mark it as complete. Click Submit when you are done.

Name	Complete?	Last Edited
General Information	✓	
Reimbursement	✓	03/01/2021
Comments/Status	✓	03/01/2021
Supporting Documentation Upload	✓	03/01/2021

Click Preview to review the RFF and to print a copy.

Click Submit to complete the Claim process. An e-mail alert will be sent to CDBG staff to alert him/her that a claim has been submitted.

17. Click *OK* when the pop-up message appears.

HUD Exchange | Webgrants | CPD Monitoring - H... | CPD Grants Portal L...

WebGrants 3

Menu | Help | Log Out

Grant Tracking

Claim: 192676 DWS DWS - 003 Grant Components

Grant: 192676 DWS DWS-Final test - Sarah
Status: Editing
Program Area: Community Development Block Grant
Grantee Organization: Webgrants Testing Station
Program Manager: Nicole Kerr

Components Preview | Submit

Complete each component of the Claim and mark it as complete. Click Submit when you are done.

Name	Complete?	Last Edited
General Information	✓	03/20/2023
Reimbursement	✓	02/21/2024
Comments/Status	✓	02/21/2024
Supporting Documentation Upload	✓	02/21/2024

Note: All agencies are encouraged to sign up for Electronic Funds Transfer (EFT). The State of Utah prefers to pay claims by EFT. Contact your program specialist for more information.

DATE:

[Dark blue horizontal bar]

[Lined area for notes]

**SECTION F:
PROCUREMENT POLICY**

Section F - CDBG Procurement Checklist

§ 200.320 The Non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 2 CFR 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

Project Estimate provided with the application should have been procured so it is relative, reliable, and accurate. If a project still needs to procure construction services, follow this section. If no further procurement is needed, continue to Section H Labor Standards.

#	✓	Review each step and check off once completed
1		Receive notification from CDBG staff that CDBG contract is executed.
2		Professional Services (Engineer or Architect) - Follow <u>local</u> procurement policies and procedures, or <u>State</u> code 63G-6a-410, (R33-4-103 or R33-5-105), or 2 CFR §§ 200.317-319, reflected in this book, whichever is more restrictive.
3		Fire Equipment/Ambulance/Meals on Wheels Truck , etc. - Follow <u>local</u> procurement policies and procedures, or <u>State</u> code 63G-6a-506 (R33-5-104), whichever is more restrictive. Simplified Acquisition Threshold may apply, and State Multiple Award (M.A.) may be used.
4		Real Property Acquisition - Refer to Section G for Guidance and Template Table & contact CDBG staff.
5		Construction Project - After the project bid specifications are prepared and the grantee is ready to advertise for bids, email the CDBG labor specialist (Julie) to get a Davis-Bacon wage decision, HUD Form 4010, Build America Buy America acknowledgement, and Section 3 Clause that MUST BE INCLUDED in the bid packet for contractors.
6		Refer to sample templates for bid publications provided in the <i>Procurement Exhibits</i> section of Grantee Handbook. Put project out to bid.
7		Send and document an Invitation to Bid to Women & Minority Owned Contractors and Section 3 businesses. See Exhibit 5 of this section.
8		Attach bid advertisement documentation in WebGrants folder: <i>Grantee Attachments</i> . Note: The bid notice publication and the Utah Public Notice Website must say “Invitation to Bid (ITB), Request for Bid (RFB), or Request for Qualifications (RFQ)”, not just “Public Notice”.
9		Ten days prior to bid opening date, contact CDBG labor specialist to check for updates to Davis-Bacon wage decision. Notify bidders if wage decision has changed.
10		Conduct bid opening. Prepare bid tabulation spreadsheet and attach in WebGrants folder: <i>Grantee Attachments</i> .
11		Email CDBG labor specialist and provide the following information to clear lowest responsible bidding contractor: State contract number, contractor’s full business name, address, contact information, UEI number, fed tax id number, and state business license number.
12		Receive contractor clearance letter/Notice to Proceed from CDBG labor specialist. This will be posted in WebGrants folder: <i>State Program Office Attachments</i> .
13		Formally award bid to contractor. Document in WebGrants folder: <i>Grantee Attachments</i> .
14		Prepare contractor agreement to include HUD Form 4010, Section 3 Clause, and appropriate Davis-Bacon wage decision used in bidding process.
15		Send Contractor Agreement to CDBG staff and load to WebGrants folder: <i>Grantee Attachments</i> .
16		Refer to Section H: Labor Standards for next steps in the process.

SECTION F – PROCUREMENT POLICIES

1. Overview

The primary goal of the rules and regulations governing procurement is to ensure open and free competition for federally assisted projects. The various procurement methods outlined in this chapter all attempt to promote open and free competition for contracts. Open and free competition by nature mandates contracting opportunity is equal opportunity. The grantee shall conduct all procurement transactions in a manner providing for full and open competition and comply with all applicable federal procurement regulations (2 CFR 200, Section 200.318 through Section 200.326).

The goal of the State CDBG Program is to ensure that small firms along with women and minority owned firms have an equal opportunity to participate in contract opportunities provided by the program. Requirements related to Section 3 and Minority and Women Business Enterprise (MBE/WBE) participation are in place to ensure this opportunity.

Units of General Local Government (GRANTEE) may use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement conforms to federal procurement regulations, 2 CFR Part 200. If a community does not have a written procurement policy, this CDBG policy must be adopted for all phases of the project. Grantees should follow stricter regulations, whether Federal, State or Local Government.

The grantee must maintain all records and source documentation related to its purchase of services, supplies, materials, property, equipment or other acquisitions. The burden of proof is with the CDBG Grantee. Procurement records will include rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis of contract price. The grantee shall provide executed copies of all contracts along with documentation concerning the selection process.

The grantee shall also follow the federal conflict of interest provisions (24 CFR 570.489(h)). The grantee agrees to also abide by the provisions of 2 CFR 200; 24 CFR 570.609; and 24 CFR 570.611, which include, but are not limited to, the following:

- a. The Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. The Grantee shall comply with the requirements set forth in 24 CFR Part 5 concerning the use of debarred, suspended or ineligible contractors, sub-contractors, or professional service providers.
- c. No employee, officer or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved, unless said conflict is disclosed and properly documented.
- d. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities (Project/Scope of Work), or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG assisted activity, or with respect to the proceeds from the CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, or any designated public agency.

- e. 2 CFR 200.318(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across, the Grantee is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. This allows for the Grantee to find MA contracts through State Purchasing website and request quotes or estimates for project activities, as these contracts have already been procured through the state services.
- f. 2 CFR 200.318(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- g. 2 CFR 200.318(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

2. Standards and Procedures

The standards and procedures for procurement and contracting are intended to ensure that supplies, equipment, construction, and other services are obtained as efficiently and economically as possible. Solicitations must explain all the requirements that the bidder/offeror has to meet for his or her bid/offer to be evaluated by the grantee. Solicitations for goods and services must be based on a clear and accurate description of the material, product, or service to be procured and cannot contain features which unduly restrict competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable qualifying requirements on firms;
- Requiring unnecessary experience or excessive bonding;
- Specifying only brand name products, instead of allowing an equal product;
- Non-competitive pricing practices between firms or affiliated companies; and
- Non-competitive awards to consultants on retainer contracts.

Awards are to be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the grantee, price and other factors considered. Any and all bids may be rejected when it is in the grantee's interest to do so. The grantee must ensure that the award is made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration should be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial capabilities, and technical capabilities.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. Using Local, Small, Minority-Owned and/or Women-Owned Businesses

- Federal regulations make it very clear that Grantees should make every effort to use local business firms and contract with small, minority-owned, and women-owned businesses in **the procurement process**. The firm must be 51% or more owned and controlled by one or more disadvantaged persons, or by a woman, or by a veteran; or have veterans or women manage day to day operations who also make long-term decisions.
- The disadvantaged person or persons must be socially disadvantaged and economically disadvantaged.

- The firm must be small, according to SBA’s size standards as defined by the size standard corresponding to any NAICS code listed in the business’s SAM profile.

For list of certified businesses, search

<https://sam.gov/search/> requires registration and login

https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

<https://www.sba8a.com/stixut.htm>

<https://business.wbcutah.org/list/search?sa=true>

Specifically, the grantee must take affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms. For example, the grantee should:

- Incorporate such businesses in solicitation lists whenever they are potential sources;
- Ensure that such businesses are solicited when identified as potential sources;
- Divide procurement requirements, when economically feasible, to permit maximum participation of such businesses; and
- Require prime contractors, when subcontracts are let, to take affirmative steps to select such firms.
- Include MBE/WBE criteria with additional points in selection criteria for professional services procurement

Efforts to contact and invite to bid on a project for small, minority-owned, women-owned businesses, disadvantaged and Section 3 owned business must be documented and evidence provided in Webgrants: *Grantee Attachments*.

4. Use Of Section 3 Businesses

In conformance with requirements of Section 3 of the Housing and Community Development Act of 1968, to the greatest extent feasible, the grantee must award contracts for work to be performed to eligible businesses located in or owned by residents of the distribution area to ensure that employment and other economic opportunities generated by federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing. **Contact State CDBG staff for further guidance.**

5. Debarred & Ineligible contractors, sub-contractors, or professional service providers

The grantee must ensure that awards are not made to any party which is debarred or suspended, or is otherwise excluded from or ineligible for, participation in federal assistance programs under Executive Order 12549 “Debarment and Suspension”. Grantee must ensure that all Professional Service providers, Contractors, and Sub-contractors are eligible to receive federal funds through System for Award Management (SAM) at <http://sam.gov/>. If evidence is not provided by State CDBG staff, then Grantee must provide proof of eligibility by uploading documentation in WebGrants: *Grantee Attachments*.

6. Modifications

§200.324 Contract cost and price.

The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

7. Conflicts Of Interest

Recipients must avoid conflicts of interest. In the procurement of property and services, 2 CFR 200.319 regarding conflicts of interest apply. In all cases not governed by those rules, conflicts of interest are not permitted. If a person is an employee, agent, consultant, elected official or appointed official of a recipient or subrecipient of CDBG funds and has project-related responsibilities or access to inside information, he or she may not obtain a financial benefit or interest from the project for himself or herself or those with whom he or she has family or business ties during his or her tenure or for one year thereafter. See **Exhibit 7** - general policy and COI form at the end of this section.

8. Selection

The lowest cost, most responsible and responsive bidder must be selected to provide the required supplies, equipment, or services, with the exception of engineering and architectural services. Only A/E professional services may use factors other than price as a selection factor. Responsive refers to a valid and correct bid. Examples of responsiveness include bids turned in prior to the deadline, bid forms filled out correctly, bids containing all required information (bonds), etc. grantees may discard a non-responsive construction bid. Responsible refers to financial standing, skill, facilities, capacity, experience, previous work record, or any default within the last 12-month period. Discarding a construction contractor solely based upon the factors of “responsibility” demands much more documentation and requires the written recommendation of the grantees own attorney.

9. § 200.322 Domestic preferences for procurements - Build America, Buy America (BABA).

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. For additional information please contact State CDBG Staff. See **Exhibits 5 and 6**

10. Procurement Methods

2 CFR Part 200 allows five methods of procurement: micro-purchase, small purchase, competitive sealed bids, procurement by competitive proposals, and procurement by noncompetitive proposals. Each of these methods is described below.

- (i) **Informal procurement methods.** When the value of the procurement for property or services which does not exceed the *simplified acquisition threshold* (SAT), as defined in §200.1, currently \$250,000, formal procurement methods (RFP) are not required and may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost for the procurement of property or services.

The Micro/Small Purchases Method of procurement may not be used for professional services such as Architectural, Engineering, Grant Administration, etc.

a. Micro-Purchase

Procurement by micro-purchase is the procurement of supplies or services of which the aggregate dollar amount does not exceed \$5,000 (R33-5-107) or \$2,000 for procurement for construction, subject to the Davis-Bacon Act. To the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. A procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications.

b. Small Purchase

This method of procurement may be used for the procurement of services, supplies, and/or other property that has an estimated dollar value less than the threshold limits and restrictions determined by 2 CFR Part 200, or Utah State Small Purchase Rule (R33-5-107 - up to \$49,999).

- Step 1: Determine Threshold. The grantee must determine whether or not the estimated dollar amount of the product or service being procured is equal to or less than the applicable bidding limit. If the estimated amount will exceed the prescribed limit, use another method of procurement.
- R33-5-107(1) For procurement item(s) where the total cost is greater than \$1,000 but up to a maximum of \$49,999, a procurement unit shall obtain a minimum of two competitive quotes that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications.
- Step 2: Prepare Solicitation for Products/Services By email, letter or fax, at least two vendors must be contacted for competitive quotes. At least seven days must be allowed for responses. The grantee should be specific in describing the product or service being requested.
- Step 3: Document Responses. All responses should be documented and maintained. Verbal quotes are not valid.
- Step 4: Make Vendor Selection. If the vendor with the lowest quote is not selected, the grantee must document the justification as to why another vendor was selected. Issues such as poor past performance or bad references are typical reasons for selection denial. The grantee's legal counsel should be consulted on all procurements awarded to vendors not having the lowest quote.
- Step 5: Execution of Contract(s). If the grantee only receives one quote, a cost analysis must be performed to determine the reasonableness.
- Making several separate small purchases of similar items from the same vendor or different vendors in order to stay under the formal bidding threshold is prohibited less.

(ii) Formal procurement methods. RFB or ITB formal procurement methods require following documented procedures, and also require public advertising unless a non-competitive procurement can be used in accordance with item 'e' of this section. **(emergency, SFHR, under FAR threshold)**

Formal Procurement methods must be published in accordance with Utah Code 63G-6a-112- Required public notice.

UCA 63G-6a-112

- (1) A procurement unit that issues a solicitation shall post notice of the solicitation:
 - (a) at least seven days before the day of the deadline for submission of a solicitation response; and
 - (b) (i) on the main website for the procurement unit; or

(ii) on a state website that is owned, managed by, or provided under contract with, the division for posting a public procurement notice;

And at least once in a newspaper of general circulation at least seven days prior to the bid opening date.

In order to obtain the highest level of free and open competition, publishing the RFB in well-known trade journals and/or sending a copy of the RFB to the area's local contractors may increase the number of responses received.

All Formal Procurement Methods received must be evaluated. A written method for evaluation, which includes the significant factors used to determine the contract selection award, must be prepared and publicized along with the Request for Proposals. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or for construction or professional services:

c. Competitive Sealed Bids - Exhibits 1 and 2

The Competitive Sealed Bid method is also referred to as an Invitation for Bid (IFB), or Request for Bid (RFB). This method of bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. It is the required procurement method for all CDBG construction work.

- Step 1: Prepare the RFB. The Grantee must develop a RFB that clearly identifies the services required including: all technical specifications required, any other requirements that apply to the contract, and instructions for preparing and submitting a bid. Bid specifications may not identify a specific name brand or provider except if required to identify a piece of equipment necessary for completion of the project. In this instance, the name brand or provider must be followed with the terminology, 'or approved equals'.
 - Bid specifications are prepared by the professional services provider, either an Architect or Engineer, and must include all parts of the project scope as outlined in the Grant Agreement. It is the responsibility of the grantee to provide the preparer with a copy of the Davis Bacon Wage Decision applicable to the project. The bid specifications must include a statement that the Wage Decision is subject to change and the one that is in effect on the date of the bid opening will be applicable to the total project if the contract is awarded within 90 days of bid opening. If not, the applicable Wage Decision becomes the one that is in effect on the date that contracts are signed.
- Step 2: Publish the RFB. Following the Publication guides for Formal Procurement, above: The RFP must state the date, time and location for submission of bids. The legal advertisement must provide information pertaining to where the project plans and specifications may be obtained or reviewed. In addition to providing project details and bid procedures, all procurement publications must state:
 - **“This project is funded (or partially funded) through a Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons. Local, minority and woman-owned business owners are encouraged to bid. The lowest responsible bidder will be selected”.**
- Step 3: Solicit MBE/WBE Responses.

- Step 4: Receive Bids. As bid packets arrive, record the time and date the bid was received on the outside of the bid packet. Any bid received after the date and time due must be rejected and returned to submitter unopened.
- Step 5: Open Bids. Bids must be opened and read aloud at a public meeting, at the date, time and location stated in the legal advertisement. The bidder's name and amount of bid must be read and recorded in the minutes of the bid opening meeting. No action should be taken at the bid opening meeting except by order of the CEO to take the bids under advisement. Bid opening meeting minutes and a sign in sheet of all attendees must be maintained for the project records. If all bids exceed the amount budgeted for construction costs, the grantee has only two options. The local funds budget may be increased to cover the additional costs or negotiations maybe entered into in an attempt to bring construction costs to within the project budget. The project may not be altered or changed to eliminate any part of the original project scope.
- Step 6: Make Vendor Selection. The Competitive Sealed Bid Method of procurement requires that the construction contract be awarded to the lowest bidder, provided that the lowest bidder is found to be a responsive and responsible bidder. Upon completion of these reviews, the grantee will prepare a bid tabulation sheet (see **Exhibit 4** for an example) and a written statement to the grantee making a recommendation of the lowest responsive and responsible bidder. The bid tabulation must be certified by the project Architect or Engineer. If the low bidder is found to be unresponsive or irresponsible, the CDBG staff must be consulted prior to making the determination to reject the lowest bid and consider the second lowest bidder. A written legal opinion must accompany all procurement documents where the low bidder was not selected in case of a formal bid protest or possible litigation.
- Step 7: All unsuccessful bidders must be notified in writing if not documented as present at the bid opening.
- Step 8: Award Construction Contract. When the Grantee has made a determination of potential award, or received the Architect recommendation for award and certified bid tabulation, the grantee must provide the business information of the potential contractor to the State Office Labor Specialist (Julie) for clearance. Once the State provides 'Authorization to proceed' the grantee may award a firm, fixed price contract to the recommended bidder.

d. Procurement by Competitive Proposals - Request for Qualifications (RFQ's) - Exhibit 3

Competitive Proposals are generally used when sealed bids are not appropriate. The Competitive Proposal process is most typically used for the procurement of professional services, including, but not limited to administration, architecture, engineering, asbestos inspection, demolition inspection, and title search services.

When procuring the services of a licensed Architect or Engineer to provide services on a federally funded project, the grantee should develop and distribute to a number of companies, a Request for Qualifications (RFQ) that may utilize the Architectural or Engineering Industries' Qualification Based Selection (QBS) procedures. The procuring agency reviews the qualifications submitted by interested individuals and firms, ranks respondents, and then negotiates with the most qualified respondent for a mutually agreeable contract.

- Step 1: Prepare RFQ. The Grantee must prepare a Request for Qualifications.
- Step 2: Solicit Responses. Send the RFQ to at least five vendors.
- Step 3: Publish RFQ. Follow the Publication requirements under the Formal Procurement section, above.
- Step 4: Establish Evaluation Committee. Appoint an evaluation team of knowledgeable members (town council, board of public works members, etc.) and develop an evaluation

plan to rank respondents and provide guidance during the selection process. Typically three to five people make up the Evaluation Committee. At least one of the committee members must be the Chief Elected Official (CEO) or designee. Conflict of Interest forms should be signed.

- Step 5: Open Responses. Responses must be received at the address stated in the legal advertisement, logged in and stamped with the date and time received prior to being opened and submitted to the Evaluation Committee for review. Any response not received by the date and time stated in the legal advertisement must be returned, unopened to the submitter.
- Step 6: Short List Vendors. The purpose of the evaluation process is to select the responders whose proposals meet all of the criteria required in the solicitation. The committee must select two or more of the responders for interviews.
- Step 7: Conduct Interviews. The grantee is required to contact the firms selected, in writing with the time, date and location of the interview. The grantee must also notify those who will not be interviewed. On occasion, the grantee may receive only one proposal. That respondent must be interviewed before the scoring committee. The interview may be conducted via conference call.
- Step 8: Make Vendor Selection. Each member of the Evaluation Committee must complete an Interview Evaluation and Score Sheet for each vendor short listed. Each scorer must use the same scoring and weighting criteria making their best effort to score each proposal fairly and without bias. The score sheets must be signed by each member of the Evaluation Committee and maintained in the project file. Following the Evaluation Committee's review, the vendor whose proposal is determined to be the most advantageous to the project, based upon qualifications, price (if applicable) and other factors may be selected.
The vendor with the highest number of aggregate points should be selected for price negotiations. If unable to reach an agreement on the fees to be charged for the services required, the Statement of Qualifications may be rejected and the vendor with the second highest number of aggregate points may be approached for price negotiations. This process may continue until an agreement is reached, so long as the vendor selected is capable of providing the requested services based upon quality and other relevant factors.
- Step 9: Notify Successful and Unsuccessful Proposer(s). The grantee must notify all successful and unsuccessful vendors, in writing.
- Step 10: Execution of Contract. After the service provider is cleared by grantee or state staff, the grantee may execute contracts with the successful vendor.

e. Procurement by Noncompetitive Proposals

This method of procurement is used to solicit products or services from a single source and may only be used when the other three methods of procurement are not applicable. Generally, the State requires documentation of justification for this method. The stipulations that would exclude the other methods of procurement include the following:

- i. The item or service can only be obtained from one source.
 - ii. A condition of public emergency or urgency exists and time does not permit the use of a competitive procurement method.
 - iii. Following solicitation of a number of service providers, competition was deemed to be inadequate.
 - iv. State expressly authorizes.
 - v. Noncompetitive and Sole Source procurement is discouraged and must be well documented to avoid disallowance.
- Step 1: Justification for Use of Method. The grantee must prepare a written justification as to why this method of procurement is being utilized and allow the State to review this

justification prior to proceeding to Step 2. Request sole source checklist from State CDBG staff.

- Step 2: Specification of Products/Services. Prepare a specific list of products or services to be acquired along with a cost price analysis that evaluates specific elements of cost and proposed profit.
- Step 3: Verify Data. A licensed Architect or Engineer may be requested to verify the grantee's data to certify the specifications and reasonableness of the estimated costs.
- Step 4: Specification of Products/Services. The vendor should be provided with a specific listing of products or services required.
- Step 5: Evaluate Bid. The bid is evaluated based upon responsiveness and price reasonability. For this method of procurement, the grantee may negotiate with the vendor to assure the most advantageous offer is acquired.
- Step 6: Execution of Contract. After the service provider is cleared by grantee or state staff, the Grantee may execute contracts with the successful vendor.

11. Bonding and Insurance

2 CFR Part 200 specifies bonding and insurance requirements for federally supported activities. In carrying out CDBG activities (except professional services contracts), CDBG recipients must establish bonding and insurance requirements that ensure completion of CDBG funded construction contracts in the event of contractor or subcontractor default.

For contracts exceeding \$25,000, recipients must require a bid guarantee from each bidder equivalent to 5% of the bid price. This may be secured through a bid bond or a certified check. Any contract with an amount over \$25,000 is required to produce documentation of performance bonding within two weeks of contract award. The contractor will obtain a performance bond for 100% of the contract price to ensure completion of the contract. Any contract with an amount over \$50,000 requires the contractor to produce documentation of a payment bond for 100% of the contract price to ensure payment to all persons supplying labor and materials.

In the event of the surety performing under a takeover agreement, the bonding company must produce evidence of participation in the E-Verify program.

Grantees are free to use their requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$25,000 or less in value.

An irrevocable letter of credit from a federally insured financial institution may be used for contracts of less than \$25,000. The irrevocable letter of credit cannot have an expiration date and must remain in effect for the duration of the federally funded project.

12. Records and Files

The grantee shall maintain records to detail the significant history of a procurement and contracting and monitor the contracts to assure that the contracts are completed in a satisfactory and timely manner.

The Procurement and Contracting files must contain:

- Description of method used to select consultants and contractors
- Invitation for Bids (IFB), Request of Qualifications (RFQ) and Request of Proposals (RFP) documents including advertisements, correspondence, and bids/qualifications/ proposals received evaluation method(s)
- Cost and pricing data
- Record of the approval by the governing body of the bid/qualifications/proposal accepted/selected

- Contract(s) for services
- Records of partial payments and supporting documentation (in financial management files)
- Contract amendments (if any) and rationale for the amendment
- Procurement Policy
- Conflict of Interest disclosure documents and records/Exemption Request documentation (if applicable)
- Evidence of debarment search

13. Contract Provisions

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procured contracts and subcontracts as required by state and federal law. Grantees shall ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for appropriate sanctions and penalties.
- b. The State will not draw down the final 5 percent of the grant funds until the state staff has reviewed the project. The State reserves the right to withhold an amount greater than 5 percent if there is any evidence of non-compliance. Furthermore, grantees should advise the contractor that since the federal government has yet to pay out on this portion of the contract, there will be no interest earned or paid on this contract as required by State Code 13-8-5.
- c. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee, including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.
- d. All contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees shall contain a provision requiring compliance with Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60 Part 60-1, Obligations of Contractors and Subcontractors).
- e. All contracts and sub-grants for construction or repair shall include a provision for compliance with the *Copeland Anti-Kickback Act*. This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- f. All construction contracts in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to submit payroll sheets once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor (available from the state staff) in each solicitation and the award of a contract shall be conditioned upon the acceptance of the determination. The grantee shall report all suspected or reported violations to the state staff.
- g. Where applicable, all contracts awarded by grantees and sub-grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the

employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of a standard workweek is permissible, provided that worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his/her health and safety as determined under Secretary of Labor. These requirements do not apply to the purchases of supplies or materials.

- h. All contracts awarded by grantees and sub-grantees for the completion of housing rehabilitation, housing construction and other public construction shall contain the Section 3 Construction Clause (provided by the state office), and Section 3 becomes a requirement of the contractors and subcontractors.
- i. The contract shall include notice of grantor agency requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements pertaining to copyrights and rights in data.
- j. All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees shall include a provision to the effect that the grantee, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payment and all other pending matters are closed.
- k. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the International Energy Conservation Code.
- l. The State Housing and Community Development Division is permitted by Federal Procurement Policy to require changes, remedies, changed conditions, access and record retention and suspension of work clauses.
- m. Additionally, the state strongly recommends that all contractors have a performance and bid bond. All contractors are required to be licensed in Utah. **It is the responsibility of the grantee to verify that contractors are licensed in the State of Utah.**

14. State Rule - Unusual bid circumstance determination procedure

R33-4-109. Procedures When Two Bids, Quotes, or Statement of Qualifications Cannot Be Obtained.

(1) The requirement that a procurement unit obtain a minimum of two bids, quotes, or statements of qualifications is waived when only one vendor submits a bid, provides a quote, or submits a statement of qualifications under the following circumstances:

- a. a solicitation meeting the public notice requirements of Section 63G-6a-112 results in only one vendor submitting a solicitation response;
- b. vendors on a multiple award contract, prequalification, or approved vendor list fail to respond to the procurement unit; or
- c. a procurement unit makes a reasonable effort to invite each vendor known to the procurement unit to submit a solicitation response
 - (i) "Reasonable effort" as used in Subsection (c) means:
 - (A) public notice under Section 63G-6a-112;
 - (B) an electronic or manual search for vendors within the specific industry;

- (C) contacting industry-specific associations or manufacturers for the names of vendors within that industry; or
- (D) a determination by the procurement official that a reasonable effort has been made.

(2) Before accepting a solicitation response from only one vendor, the procurement official, shall consider:

- a. whether pricing is fair and reasonable;
- b. canceling the procurement; and
- c. a bid security requirement.

(3) The procurement official shall maintain records documenting the circumstances and reasons why fewer than two solicitation responses were obtained

16. Single Family Rehabilitation Program - Solicitation for Vendors Annually

Among the procurement approaches previously described, the competitive sealed bid resulting in a firm, fixed-price contract is the preferred procurement approach for construction when:

- There are two or more responsible and qualified providers (2 CFR 200.320(b)(1)(i)(B)).
- The requirements and specifications are thoroughly detailed (2 CFR 200.320(b)(1)(i)(A)).
- The selection of the successful bidder can be made principally based on price (2 CFR

200.320(b)(1)(i)(c).

For complicated rehabilitation projects or unique human service activities, other forms of competitive and non-competitive procurement may be necessary or desirable. When the price is not the single most important objective, it is still important to assure the highest quality of purchase at the lowest reasonable price through “open and free competition”.

R33-5-204. Approved Vendor Lists -- Using Small Purchase Process.

(1) When awarding a contract to an approved vendor using the small purchasing process, the procurement unit shall follow the small purchase requirements set forth in Section 63G-6a-506 and the following Administrative Rules as applicable:

- a. Section R33-5-104. Small Purchases
- b. Section R33-5-105. Small Purchases Threshold for Design Professional Services;
- c. Section R33-5-106. Small Purchases Threshold for Construction Projects;
[R33-5-106.5. Small Purchases Threshold for Construction Projects Using An Approved Vendor List.]
- d. Section R33-5-107. Quotes for Small Purchases from \$1,001, to \$50,000;
- e. Section R33-5-108. Small Purchases of Professional Service Providers and Consultants;

(2) Executive branch employees are required to use state contracts for all small purchases for procurement items available on state contracts.

R33-5-106.5. Small Purchases Threshold for Construction Projects Using An Approved Vendor List.

(1) The small construction project threshold per individual project using an approved vendor list is a maximum of \$25,000 for direct construction costs, including design and allowable furniture or equipment costs;

(2) In order to ensure the fair and equitable treatment of all vendors on an approved vendor list, a procurement unit shall:

- a. For individual construction projects up to a maximum of \$25,000 contract with a vendor or contractor by direct award using one of the following methods to select the vendor/contractor:
 - (i) A rotation system, organized alphabetically, numerically, or randomly;
 - (ii) Assignment of vendors to a specified geographic area;
 - (iii) Assignment of vendors based on each vendor's particular expertise or field; or
 - (iv) Another method approved by the procurement official

EXHIBIT 1

Sample Publication Invitation to Bid/Request for Proposals (Construction Projects)

The City of West Nowhere invites bids for remodeling of the city toilets to meet federal requirements for flush volume. The toilets are located at the West Nowhere City Park on 100 East 2000 South, West Nowhere, Utah 84000.

The work includes removal of the old toilets and replacing with new low volume flush models per the construction specifications. Plumbing, flooring and other adjunct facilities should be included as part of the proposal.

This project is funded in whole or in part by a grant through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons and small businesses. Local, minority and woman owned business owners are encouraged to bid. The lowest responsible bidder will be selected.

Bidding documents and specifications, including Davis Bacon Wage Decision information, may be obtained from the office of zoning and planning located in the city building at 1 Main Center Street, West Nowhere, Utah 84000, beginning 10 September 2012, at 9:00 am. If award is not made within 90 days of Davis Bacon Wage Decision notice, the wages are subject to change.

Sealed bids will be received at the office of West Nowhere City, 1 Main Center Street, Utah 84000 on or before 10 October 2012 at 5:00 pm. Bids will be publicly opened and read at the city council meeting of the West Nowhere city council to commence at 6:00 pm on 10 October 2012 in the city council chamber.

Bid bond must accompany each bid to be considered.

Exhibit 2
SAMPLE RFB
Updated 11/30/2023

Town of Two
100 North 75 East
Town of Two, Utah 84000

REQUEST FOR BIDS (RFB) - COMPETITIVE SEALED BID FOR A PROCUREMENT OF
UPGRADES AND IMPROVEMENTS TO THE TOWN PARK.

DOCUMENT SUMMARY:

Town of Two is seeking Competitive Sealed Bids (CSB) for a procurement of upgrades and improvements to the Town of Two Park. The project may be funded in part through HUD's Community Development Block Grant (CDBG) or other federal funding. The Town will select one (1) Supplier to provide equipment, materials and labor for the project as outlined in this request.

SCOPE OF WORK:

Town of Two is seeking to make upgrades and improvements to the Town of Two Park, located at 75 East 100 North, Town of Two, UT 84000. This project will include all activities to purchase and install items below or similar items that could also be used to meet ADA compliance.

new swing set
standard 2 seat swing
toddler seat with a swing along seat
Two new spinners
a spinami
a unity rocker
replacement of safety ground cover

(As a note, if you will be adding ADA elements to within the project, please specify within the scope the ADA request, such as stating that the bathroom will be ADA accessible)

Additional items that may be out for bid that are not included in this scope of work are NOT considered part of this project, but rather may be noted for information purposes.

Town of Two requires suppliers to provide playground equipment that meets or exceeds all current federal standards, including ADA requirements.

The CSB shall include all costs associated with proposed project.

QUESTIONS CONCERNING THE RFP SHOULD BE DIRECTED TO:

Town of Two
Attn: Mayor Mayhem
100 N 75 E
Town of Two, Utah 84000
Tel: (888) 867-5309
Mayhem@twotowns.gov

DESIGN ELEMENT GUIDELINES & SYSTEM SPECIFICATIONS:

Suppliers should base their designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of system components, quality of design, handicapped accessibility, inclusiveness, cost, appropriateness to location and target demographic must be taken into consideration in the design of the proposed system (Contact the above listed number or address for further demographic information).

The bid should provide a list of the designed components being proposed for the park improvements and updates, as well as a time frame for completion once notified of award. Please include structure and component model numbers, materials, color choices and recommendations, estimated lifetime of equipment including manufacturers' warranty and any other relevant descriptive information. Suppliers are encouraged to take accessibility into account in their designs.

Required Items:

1. All playground installation elements must meet and/or exceed all federal guidelines.
2. All installed parts must be of a commercial grade and quality. No residential grade equipment will be accepted.

Preferred System Qualities:

1. All playground equipment elements must demonstrate the highest level of durability in materials and finishes selected in consideration of health and safety.
2. "Green" construction practices and materials are highly desired.
3. Structures and elements should be unique to the parks so as not to duplicate others in the greater area.

ASSEMBLY/INSTALLATION, INSPECTION AND WARRANTY:

Assembly/Installation: The playground equipment and installation will be provided and managed by the Supplier. The Supplier must provide direct supervision from manufacturer or provide qualified and certified representative familiar with installation. All tools and equipment required to install playground equipment shall be provided by the Supplier for this project. The Supplier will be given **120 calendar days** to complete the proposed work including product manufacture, delivery and installation. Calendar days will begin as outlined in the awarding of the bid/contract. The Supplier will certify installation is in accordance with all manufacturers' requirements including, but not limited to warranty requirements.

Inspection: A certified representative of the Supplier is required to conduct a post installation inspection of playground equipment improvements and upgrades upon completion to insure proper installation. If not properly installed, modifications must be submitted in writing to the Town and remedied immediately. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by a Town Representative. The Town will supply the punch list for final completion generated by this co-inspection. The Supplier shall submit to the manufacturer's certification of compliance and warrantee following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications required to be warranted by manufacturer. Additionally, it is the Supplier's responsibility to provide to the manufacturer's warranty of installed equipment.

COMPLIANCE:

All equipment must meet and/or exceed all federal guidelines. Documentation of compliance must be provided to the Town with the Supplier's Bid. All equipment must comply with Americans with Disabilities Act (ADA) and Build America, Buy America (BABA).

The selected Supplier will be required to comply with the requirements of the CDBG funding source and the Terms and Conditions (Attachment A). These requirements will be made part of the contract that will be entered into following Supplier selection. The CDBG requirements include but are not limited to compliance with HUD 4010 Federal Labor Standards (Attachment B), Section 3 of the Housing and Development Act of 1968 (Attachment C), Build America, Buy America (BABA) (Attachment D), and Department of Labor Davis-Bacon Wage Rates (Attachment E), referenced in applicable attachments.

The Supplier will ensure that hiring is made on the basis of merit and qualifications and that there will be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

The Supplier and any persons doing work on this project will be required to possess or obtain a Unique Entity Identifier (UEI) number through registration at SAM.GOV, and a business license registration with the State of Utah.

All laborers and mechanics employed by Supplier in performance of this construction work shall be paid fair and equal wages rates, required by law. The Supplier shall utilize the DOL Davis-Bacon Wage Rates for Heavy Construction effective to the most recent date posted prior to bidding and construction beginning.

The Supplier must provide an original Certificate of Product Liability Insurance.

DISCLAIMER:

Town of Two shall be exempt from any liability for costs incurred by unsuccessful suppliers in the preparation of a CSB.

BID SUBMITTAL DATE & TIME:

All CSB must be submitted to Mayor Mayhem at Town of Two Clerk's Office by 4:00 p.m. MST on August 1, 2023, at the address listed in the title of this RFP.

All submitted CSB must be addressed as follows:

Bid for Town of Two Park Project

Attn: Town of Two Mayor Mayhem

BID FORMAT:

Bids shall be submitted in the following format:

- Project Name

- Supplier Name
- Statement that CSB will meet CDBG Guidelines, including previous experience of the Supplier
- The project's proposed description, photos, plans, etc.
- Designs showing all safety precautions necessary for this park project
- Warranty and insurance capabilities
- Statement of understanding of Davis-Bacon and non-discrimination requirement
- Project Cost Proposal & Timeline
- Any additional information relating to scoring criteria as listed below
- References

Bids must include a bid price for each design presented. Bids must list the cost of the equipment, materials, and labor separately. The Town reserves the right to reject any and all Bids with or without cause, and to accept Bids which it considers most favorable. Bids should include a minimum of two references of installations similar to that proposed for Town of Two. References shall include name of project, location, contact information including phone number and general cost of installation. All delivery, assembly, installation and supervision costs must be included in the Bid. Payment for the project will be sent within sixty (60) days after delivery and assembly/installation and invoicing of the park upgrades and improvements.

All Bids amounts shall be guaranteed for not less than sixty (60) days after the Bids submittal deadline date.

Each Bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Town of Two in an amount not less than ten percent (10%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Workmen's Compensation, Comprehensive General Liability, and Transportation insurance and insurance certificates shall be provided by the successful Supplier. Successful Suppliers are required to comply with Town of Two Business Licensing requirements. Following execution of Bid receipt, Bids will be available to the public upon specific request.

No Bid may be withdrawn within a period of sixty (60) days after the bid opening date.

Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

The Supplier must submit two (2) hard copies of the Bid to the address listed above. All Bids must comply with the specifications and guidelines provided in this document.

This solicitation is being offered in accordance with State statutes governing procurement. Accordingly, Town of Two reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate at the sole discretion of Town of Two.

CIVIL RIGHTS STATEMENT:

Town of Two is an Equal Employment Opportunity Entity. Qualified women, veterans, minority and handicapped individuals are strongly encouraged to submit Bids.

EVALUATION AND SELECTION PROCESS:

Bids will be evaluated by a selection committee based on the following criteria:

Criteria & Points:

1. CSB Proposed Cost & Timeline (20 Points)
2. CSB addresses design guidelines and specifications (20 Points)
3. CSB Statement to meet CDBG guidelines (20 Points)
4. CSB Safety precautions, warrantee and insurance capabilities (20 Points)
5. Overall Quality of CSB and references (20 Points)

Maximum Points: 100

Following the submission of all CSB submittals, a Selection Meeting, made up of the Council and the Mayor will be held at 7:00pm. on September 3, 2023, in the Town of Two Hall located at 100 N 75 E. Town of Two Utah 84000. This meeting will be open to the public. All sealed bids shall be opened by the Mayor or designated representative in the above listed open public meeting, before one or more witnesses, at the time and place indicated in this bid packet.

The name of the bidder and the amount of each bid shall be recorded and made available to the public. Bids shall not be accepted after the time for submission of a bid has expired.

The Council shall consider an award the bid/contract to the lowest qualified bidder or the bidder who best satisfies the objective criteria described in the invitation for bids which may include: Experience, performance ratings, inspection of workmanship, suitability, quality, likely compatibility with existing assets or practices, availability, warrantee, references, licensure, proximity or other criteria reasonably specified in the RFP, including UEI and Utah business license clearance.

Tied bids may be resolved using any reasonable criteria and at the sole discretion of the Town Council. Please refer to State Code Title 63G - Chapter 6a for the procurement policy followed by Town of Two.

Attachments:

EXHIBIT 3a Project Specific Sample Bid Packet
City of West Nowhere is an Equal Employment Opportunity Employer
REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECT/ENGINEER

1. (name of jurisdiction or organization)_(sponsor, if applicable) is soliciting competitive sealed proposals from qualified engineers/architects and architectural firms to provide professional services outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. Objective and Background

The sponsor intends to design and construct a (BRIEF PROJECT DESCRIPTION) .

3. Scope of Services

The sponsor is requesting full architectural services for the programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary the sponsor is desirous that the successful architect/firm provide a full range of professional services, exclusive of soils test and special inspections, to assist it in the successful completion of the project. Unless noted by the architect, the sponsor will assume that all costs to accomplish these goals are included in the **RFQ**.

4. Compensation for Services (Fees)

The sponsor intends to enter into a professional services contract with the successful engineer/architect/firm. Compensation for the services rendered, is to be based upon a time-expended basis with an agreed maximum not to exceed value.

NOTE: The selection of the successful architect/firm will not be based solely on the fee.

5. Evaluation Criteria and Selection Procedures

Selection of the successful architect/firm will be based upon a matrix giving a predetermined value to each of the submissions required in this section. The architect is requested to provide responses to the following:

- a. The name of the project architect/firm, and the managing principal if applicable.
- b. The architect/firm address of principal place of business.
- c. The size of the architect's/firm's staff and current workload. A record of previous relevant experience in the design and initial development (BRIEF DESCRIPTION OF SCOPE).
- d. A list of references including names, addresses, and phone numbers of no more than 8 individuals or organizations familiar with the architect/firm performance.
- e. If an architectural firm, identification and role of key individuals in the architectural team and/or its consultants.
- f. A brief response to each of the other aspects of the project as outlined in the owner's preliminary project requirements.
- g. An approximate schedule for completion of requested services.
- h. An approximation of the number hours, the related costs to perform the services required by this RFQ, and the applicable hourly rates or multiplier for the base rates of individuals employed on the project.

Selection Procedures

- a. The sponsor's selection committee will consist of the (#) member board of directors, the project manager, and legal counsel.

- b. The sponsor will review all architect/firm submissions and utilizing a matrix of pre-determined, weighted values for each of the required items, select the (3) architects/firms receiving the highest scores in the evaluation process.
- c. The (3) architects/firms receiving the highest score will be invited to participate in an interview with the selection committee. The architects/firms are requested to limit the number of participants in the interview to the project architect and/or one principal of the firm. Date, time, and location of the interview are yet to be determined.
- d. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the two architects/firms receiving the highest scores as the primary and secondary architects/firms.
- e. The sponsor will then enter into negotiations with the primary architect/firm to establish the value of compensation and other relevant issues.
- f. In the event the sponsor is not able to negotiate a mutually acceptable contract with the primary architect/firm, it reserves the right to terminate negotiations and then undertake negotiations with the secondary architect/firm.

6. General Conditions for Proposals:

- a. Failure to read the Request for Proposal and comply with its instructions will be at the architect's/firm's own risk.
- b. All prices and notations must be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten, adjacent to the corrected error. Person signing the proposal must initial all corrections in ink.
- c. Corrections or modifications received after the closing time in this RFP will not be accepted.
- d. The proposal must be signed by a designated firm representative or officer who is authorized to bind the architect/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the architect's/firm's willingness to comply with all terms and conditions set forth herein.

7. Proposal Submission

- a. Proposals must be delivered to the office of the project manager at (NAME, ADDRESS, ZIP) on or before (TIME OF DAY) on (DAY, DATE, YEAR). Proposals received after (time) will be placed in the file unopened and will not be considered. There will be no exceptions.
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the architect/firm, address, and title of the project.
- c. The applicant must submit (NUMBER TO CORRESPOND WITH MEMBERS SERVING ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. Award

The sponsor reserves the right to reject all proposals. The sponsor also reserves the right to waive any irregularity, informality, or technicality in the proposals in its best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the sponsor will enter into negotiations with the secondary architect/firm.

9. Written Agreement

The successful architect/firm will be required to enter into a written agreement with the sponsor in a form acceptable to the sponsor.

10. Omissions

Should the RFQ not contain sufficient information for the applicant to obtain a clear understanding of the services required by the sponsor, or should it appear that the instructions outline in the RFQ are not clear or contradictory, then the architect/firm may obtain written clarification from the project manager at least 24 hours prior to the required time and date for proposal submission. The architect/firm shall include a copy of the written clarification with its submission.

11. Equal Opportunity and Affirmative Action Program

The successful applicant must covenant and agree to abide by the federal and state regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135**. In addition, the successful architect/firm must comply with Federal Labor Standards Provisions.

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the sponsor. Also, the sponsor will make every effort to ensure that all offers are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.

The successful architect/firm must comply with all applicable CDBG and regulatory requirements in the performance of services outlined herein.

12. Additional Information

For additional information regarding the services specified in this request for proposal, contact the project manager (NAME, ADDRESS, ZIP, PHONE & FAX NUMBERS).

13. Cost Of Developing Proposals

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the applicant. The sponsor assumes no liability for any costs incurred throughout the entire selection process.

14. Proposal Ownership

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the sponsor, and will not be returned to the applicant.

15. Non-Collusion

The architect/firm guarantees that the proposal submitted is not a product of collusion with any other offer and no effort has been made to fix the proposal price of any offer or to fix any overhead, profit, or cost estimate of any proposal or its price.

**SAMPLE NEWSPAPER ADVERTISEMENT FOR ARCHITECT/ENGINEER
(Project Specific)**

Notice of Request for Proposals:

The (SPONSOR NAME) will accept proposals from qualified architects or architectural firms for the design of a (PROJECT NAME) that will include (DESCRIBE FEATURES).

Copies of the RFP are available at the office of the project manager, (NAME, ADDRESS, ETC., PHONE & FAX NO'S.).

Proposals will be received at the project manager's office up until (TIME) on (DAY & DATE).

The design and construction phases are funded in part by a Department of Housing and Community Development Block Grant. The successful awardees will be responsible for compliance with all applicable federal and state requirements.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT 3c General Services Sample Bid Packet
City of West Nowhere is an Equal Employment Opportunity Employer
REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECT/ENGINEER

Request for Proposal

1. **Anytown CITY** (sponsor) is soliciting competitive sealed proposals from qualified civil engineers and/or engineering firms (architects/firms) which have **five (5) years or more experience** in providing civil engineering services as outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. **Objectives and Background**

Periodically, the sponsor intends to design and construct a number of municipal related construction projects, i.e. water and sewer systems, street improvements including curb, gutter, and sidewalks, as well as a variety of other construction projects which require state licensed professional engineering services.

3. **Scope of Services**

The sponsor is requesting municipal engineering services for the programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary, the sponsor is desirous that the successful engineer/firm provide a full range of professional services to assist it in the successful completion of a variety of municipal public works projects.

4. **Compensation for Services (Fee)**

The sponsor intends to enter into a professional services contract covering up to a five-year period **involving annual reviews** with the successful engineer/firm. Compensation for the services rendered, will be based upon a time-expended basis with an agreed maximum not to exceed value per year.

5. **Evaluation Criteria and Selection Procedures**

Selection of the successful engineer/firm will be based upon a matrix giving a predetermined value to each of the submissions required in this section. The engineer/firm is requested to provide responses to the following:

- i. The name of the project architect/firm, and the managing principal if applicable.
- j. The architect/firm address of principal place of business.
- k. The size of the architect's/firm's staff and current workload. A record of previous relevant experience in the design and initial development (BRIEF DESCRIPTION OF SCOPE).
- l. A list of references including names, addresses, and phone numbers of no more than 8 individuals or organizations familiar with the architect/firm performance.
- m. If an architectural firm, identification and role of key individuals in the architectural team and/or its consultants.
- n. A brief response to each of the other aspects of the project as outlined in the owner's preliminary project requirements.
- o. An approximate schedule for completion of requested services.
- p. An approximation of the number hours, the related costs to perform the services required by this RFQ, and the applicable hourly rates or multiplier for the base rates of individuals employed on the project.

Selection Procedures

- g. The sponsor's selection committee will consist of the (#) member board of directors, the project manager, and legal counsel.
 - h. The sponsor will review all architect/firm submissions and utilizing a matrix of pre-determined, weighted values for each of the required items, select the (3) architects/firms receiving the highest scores in the evaluation process.
 - i. The (3) architects/firms receiving the highest score will be invited to participate in an interview with the selection committee. The architects/firms are requested to limit the number of participants in the interview to the project architect and/or one principal of the firm. Date, time, and location of the interview are yet to be determined.
 - j. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the two architects/firms receiving the highest scores as the primary and secondary architects/firms.
 - k. The sponsor will then enter into negotiations with the primary architect/firm to establish the value of compensation and other relevant issues.
 - l. In the event the sponsor is not able to negotiate a mutually acceptable contract with the primary architect/firm, it reserves the right to terminate negotiations and then undertake negotiations with the secondary architect/firm.
6. **General Conditions For Proposals:**
- a. Failure to read the Request for Proposal and comply with its instructions will be at the engineer's/firm's own risk.
 - b. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted.
 - c. The proposal must be signed by a designated firm representative or officer who is authorized to bind the engineer/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the engineer's/firm's willingness to comply with all terms and conditions set forth herein.
7. **Proposal Submission:**
- a. Proposals must be delivered to the **Anytown City Clerk** at (ADDRESS, ZIP) on or before (TIME OF DAY) on (DAY, DATE, YEAR). Proposals received after (time) will be placed in the file unopened and will not be considered. There will be no exceptions.
 - b. Proposals must be submitted in a sealed envelope clearly bearing the name of the engineer/firm, and address.
 - c. The applicant must submit (NUMBER TO CORRESPOND WITH WHOMEVER SERVES ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. **Award**

The sponsor reserves the right to reject all proposals. The sponsor also reserves the right to waive any irregularity, informality, or technicality in the proposals in sponsor's best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the sponsor will enter into negotiations with another engineer/firm.

9. **Written Agreement**

The successful engineer/firm will be required to enter into a written agreement with the sponsor in a form acceptable to the sponsor.

10. **Omissions**

Should the RFP not contain sufficient information in order for the engineer/firm to obtain a clear understanding of the services required by the sponsor, or should it appear that the instructions outlined in the RFP are not clear or contradictory, then the engineer/firm may obtain written clarification from the sponsor at least 24 hours prior to the required time and date for proposal submission. The engineer/firm shall include a copy of the written clarification with its submission.

11. **Equal Opportunity and Affirmative Action Program**

The successful engineer/firm must covenant and agree to abide by the federal and state regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.**

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the sponsor. Also, the sponsor will make every effort to ensure that all bidder are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

When applicable, the successful engineer/firm must comply with all applicable the Federal Housing and Urban Development Community Development Block Grant provisions and regulatory requirements in the performance of services outlined herein.

12. **Additional Information:**

For additional information regarding the services specified in this request for proposal, contact the **Town Clerk (ADDRESS, ZIP, PHONE & FAX NO'S.).**

13. **Cost Of Developing Proposal:**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the engineer/firm. The sponsor assumes no liability for any costs incurred by bidders throughout the entire selection process.

14. **Proposal Ownership:**

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the sponsor, and will not be returned to the submitting engineer/firm.

15. **Non-Collusion**

The engineer/firm guarantees that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, of cost estimate of any proposal or its price.

**SAMPLE NEWSPAPER ADVERTISEMENT FOR ARCHITECT/ENGINEER
(General Services)**

Notice of Request for Proposals/Qualifications:

Anytown City will accept proposals from qualified civil engineers or engineering firms with in excess of five years experience in designing and implementing a number of municipal related construction projects, i.e. water and sewer systems, street improvements including curb, gutter, and sidewalks, as well as a variety of other construction related projects which require state licensed professional engineering services.

Copies of the RFP are available at the office of the City Clerk, (ADDRESS, ETC., PHONE & FAX NO'S.).

Proposals will be received at the City Clerk's office up until (TIME) on (DAY & DATE).

From time to time, projects will be funded in whole or in part by the Department of Housing and Community Development. The successful awardee will be responsible for compliance with all applicable federal and state requirements.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Exhibit 4 Bid Tabulation Sample

KAYSVILLE CITY CORPORATION

50 West Waterline

J-U-B Project No. 55-16-129

7/11/17

Bid Item	Description	Mesquite Utah Inc.		MC Contractors, LLC		Any Hour Services, Inc.		Counterpoint Construction Co.	
		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization								
2	Traffic Control	\$15,000.00	\$ 15,000.00	\$31,600.00	\$ 31,600.00	\$23,982.00	\$ 23,982.00	\$21,027.00	\$ 21,027.00
3	Storm Water Controls	\$4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,976.00	\$ 4,976.00	\$ 8,255.00	\$ 8,255.00
4	Furnish and Install 8" C-900 PVC Pipe	\$38.00	\$ 68,400.00	\$ 3,500.00	\$ 3,500.00	\$ 2,758.00	\$ 2,758.00	\$16,071.00	\$ 16,071.00
5	Furnish and Install 4" C-900 PVC Pipe	\$30.00	\$ 600.00	\$ 35.50	\$ 710.00	\$ 30.30	\$ 54,540.00	\$ 55.01	\$ 99,018.00
6	Directional Drill 10" HDPE DR11	\$220.00	\$ 17,600.00	\$ 270.00	\$ 21,600.00	\$ 311.00	\$ 24,880.00	\$ 72.50	\$ 1,450.00
7	Furnish and Install 8" Gate Valve	\$1,500.00	\$ 10,500.00	\$1,800.00	\$ 12,600.00	\$1,582.00	\$ 11,074.00	\$ 265.60	\$ 21,248.00
8	Furnish and Install 8"x4" Reducer	\$1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 884.00	\$ 2,652.00	\$ 1,125.00	\$ 3,375.00
9	Furnish and Install 8"x6" Reducer	\$1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 977.00	\$ 977.00	\$ 1,309.00	\$ 1,309.00
10	Furnish and Install 8" 90° Bend	\$1,000.00	\$ 1,000.00	\$ 855.00	\$ 855.00	\$ 906.00	\$ 906.00	\$ 1,341.00	\$ 1,341.00
11	Furnish and Install 4" 45° Bend	\$500.00	\$ 3,000.00	\$ 425.00	\$ 2,550.00	\$ 669.00	\$ 4,014.00	\$ 836.00	\$ 5,016.00
12	Furnish and Install 8" Tee	\$1,000.00	\$ 4,000.00	\$1,140.00	\$ 4,560.00	\$ 1,108.00	\$ 4,432.00	\$ 1,615.00	\$ 6,460.00
13	Furnish and Install 8" FLX MJ Adaptor	\$1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00	\$ 848.00	\$ 848.00	\$ 1,101.00	\$ 1,101.00
14	Furnish and Install 4" thrust restraint gland	\$500.00	\$ 1,500.00	\$ 100.00	\$ 300.00	\$ 353.00	\$ 1,059.00	\$ 626.00	\$ 1,878.00
15	Furnish and Install 8" thrust restraint gland	\$500.00	\$ 500.00	\$ 140.00	\$ 140.00	\$ 424.00	\$ 424.00	\$ 846.00	\$ 846.00
16	Connect to Existing 8" Waterline	\$1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,785.00	\$ 7,570.00	\$ 1,569.00	\$ 3,138.00
17	Connect to Existing 4" Waterline	\$500.00	\$ 2,000.00	\$ 2,250.00	\$ 9,000.00	\$ 3,694.00	\$ 14,776.00	\$ 1,914.00	\$ 7,656.00
18	Cap and Block Existing 4" Waterline	\$500.00	\$ 3,000.00	\$ 750.00	\$ 4,500.00	\$ 582.00	\$ 3,492.00	\$ 933.00	\$ 5,598.00
19	Furnish and Install New Fire Hydrant	\$5,000.00	\$ 20,000.00	\$ 5,600.00	\$ 22,400.00	\$ 7,234.00	\$ 28,936.00	\$ 7,379.00	\$ 29,516.00
20	Remove and Dispose Existing Hydrant	\$300.00	\$ 900.00	\$ 1,000.00	\$ 3,000.00	\$ 490.00	\$ 1,470.00	\$ 4,225.00	\$ 12,675.00
21	Remove and Dispose Existing 4" Valve	\$500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	\$ 132.00	\$ 660.00	\$ 872.00	\$ 4,360.00
22	Bore Long side water lateral	\$2,000.00	\$ 22,000.00	\$ 4,000.00	\$ 44,000.00	\$ 2,938.00	\$ 32,318.00	\$ 4,817.00	\$ 52,987.00
23	Connect short side water lateral	\$1,000.00	\$ 3,000.00	\$ 1,968.00	\$ 25,584.00	\$ 1,784.00	\$ 23,192.00	\$ 901.00	\$ 11,713.00
24	Hot Tap Existing 6" Cast Iron	\$3,000.00	\$ 3,000.00	\$ 2,425.00	\$ 2,425.00	\$ 4,469.00	\$ 4,469.00	\$ 4,220.00	\$ 4,220.00
25	Furnish and Install New Meter Setter	\$600.00	\$ 6,000.00	\$ 1,050.00	\$ 10,500.00	\$ 1,568.00	\$ 15,680.00	\$ 1,630.00	\$ 16,300.00
26	Remove and dispose existing asphalt	\$3.00	\$ 3,000.00	\$ 6.95	\$ 6,950.00	\$ 8.00	\$ 8,000.00	\$ 15.42	\$ 15,420.00
27	Asphalt Repair	\$150.00	\$ 33,000.00	\$ 150.50	\$ 33,110.00	\$ 206.80	\$ 45,496.00	\$ 204.20	\$ 44,924.00
28	Untreated base course material	\$26.00	\$ 14,040.00	\$ 19.85	\$ 10,719.00	\$ 26.10	\$ 14,094.00	\$ 30.40	\$ 16,416.00
29	Sand Backfill Material	\$10.00	\$ 14,250.00	\$ 11.36	\$ 16,188.00	\$ 21.16	\$ 30,153.00	\$ 42.00	\$ 59,850.00
30	Saw Cut Asphalt	\$2.00	\$ 4,000.00	\$ 2.00	\$ 4,000.00	\$ 0.96	\$ 1,920.00	\$ 1.90	\$ 3,800.00
31	Concrete Collar	\$300.00	\$ 2,100.00	\$ 500.00	\$ 3,500.00	\$ 443.00	\$ 3,101.00	\$ 477.00	\$ 3,339.00
32	4' waterway (APWA plan 211)	\$75.00	\$ 9,750.00	\$ 80.00	\$ 10,400.00	\$ 44.70	\$ 5,811.00	\$ 59.00	\$ 7,670.00
		Total	\$295,640.00	Total	\$362,941.00	Total	\$379,900.00	Total	\$503,956.00

Exhibit 5

CDBG Build America, Buy America (BABA) Act Acknowledgement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the Department of Workforce Services (DWS) that it understands the goods and services under this Agreement are being funded with federal monies and are subject to statutory requirements under the “Build America, Buy America” (BABA) Act.

BABA requires iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants:

- (a) the Contractor has reviewed and understands the Build America, Buy America Requirements;
- (b) all iron and steel, manufactured products, and construction materials used in the project will be or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved; and
- (c) the Contractor will provide, as may be requested by the Owner or DWS: (i) any further verified information, certification, or assurance of compliance with this acknowledgement; or (ii) information necessary to support a waiver of the Build America, Buy America Requirements.

Notwithstanding any other provision of this Agreement, the Contractor’s failure to comply with this acknowledgement shall entitle the Owner or DWS, or both, to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney fees) incurred by the Owner or DWS resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DWS or any damages owed to DWS by the Owner). If the Contractor has no direct contractual privity with DWS, as a lender or awardee to the Owner for the funding of the project, the Owner and the Contractor agree that DWS is a third-party beneficiary and neither this acknowledgement nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of DWS.

CONTRACTOR:

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Contractor’s Firm

CDBG Build America, Buy America (BABA) Act Clause

- A. The work to be performed under this contract is subject to the Build America, Buy America (BABA) Act requirements of the Infrastructure Investment and Jobs Act of 2021 (IIJA) (Pub. L. 117- 58, §§ 70901-70953). All iron, steel, manufactured products, and construction materials used in the project must be produced or manufactured in the United States, including all such materials installed by any subcontractors or suppliers for this project.
- B. The parties agree to comply with Office of Management and Budget (OMB) regulations in 2 CFR Chapter I, Part 184 and the related requirements in 2 CFR 200.322, which support implementation of BABA requirements for recipients of federal funds. The parties certify they are under no contractual or other impediment that would prevent them from complying.
- C. BABA requirements apply to all expenditures by a Federal agency to a non-federal entity for an infrastructure project. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. “Infrastructure” includes: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property (including housing). The generation, transportation, and distribution of energy, including electric vehicle charging facilities, are considered infrastructure. Private homes for personal use do not constitute an infrastructure project. “Construction materials” includes generally all raw materials used in construction that is or consists primarily of: metals other than iron/steel (non-ferrous metals); plastic and polymer-based pipe and tube (e.g., PVC pipe); glass; lumber; or drywall.

BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project. For example, BABA requirements would apply to the funds used to construct a library, but not to funds used to buy books or furniture for the library.

- D. All agreements for professional services related to projects that are subject to the BABA requirements under Title IX of the IIJA. While professional services are not subject to BABA, Grantee understands that it is responsible for ensuring that, absent a waiver by the Housing and Urban Development (HUD), no iron, steel, manufactured products, or construction materials shall be used for the project unless such materials have been produced or manufactured in the United States.

Grantee shall obtain all necessary compliance certificates for work that is within Grantee's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by OMB's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- E. A Federal financial assistance program for infrastructure is a program in which funds are used for an infrastructure project, regardless of whether infrastructure is the primary purpose of an award. BABA requirements only apply to infrastructure portions of an award and apply even if Federal funds are not paying for the entire project.

- F. With the concurrence of the Made in America Office, HUD may waive the application of a Buy America preference if:
 - a. One or more iron or steel items, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a nonavailability waiver);
 - b. The inclusion of one or more iron or steel items, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver); or
 - c. Applying the domestic content procurement preference for one or more iron or steel items, manufactured products, or construction materials would be inconsistent with the public interest (a public interest waiver). Public interest waivers are the most flexible type of waiver, but, like all waivers, must be necessary and appropriately justified.

- G. Noncompliance may result in sanctions, repayment, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT 7

CONFLICT OF INTEREST POLICY

The Utah Housing and Community Development follows State and the Department of Workforce Services (DWS) Conflict of Interest policy relating to participation in contract selection, award, and administration. The State policy is similar to 2 CFR 200.318(c) of the Federal Regulations (Conflict of Interest) required by the Community Development Block Grant Program.

Standard of Conduct Involving Conflict of Interest

1. **Persons Covered:** The conflict of interest provisions of this policy shall apply to any person who is an employee, elected or appointed official, agent, consultant (including grant administrators; engineers and architects), officer, or any immediate family member* or partner of the above, of the recipient, or of any designated public agencies, or sub-recipients which are receiving funds from the Community Development Block Grant program.
 - a. Immediate family is defined as spouse, son, daughter, sibling, stepsibling, father, mother, grandparent, grandchild, stepchild, adopted child, foster child, and wards.
2. **Applicability:** In the area of procurement of supplies, equipment, construction, and services by recipients, sub-recipients, or designated public agencies, the conflict of interest provisions of this policy shall apply. Such cases include the acquisition and disposition of real property and the provisions of assistance by the recipient or sub-recipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.
3. **Conflicts Prohibited:** Except for approved eligible administrative or personnel cost, no persons described in 1 above who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the State program or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the State CDBG Program, the above restrictions shall apply to all activities that are a part of the funding approval for all projects, and shall cover any such interest or benefit during, or at any time after, such person's tenure.
4. **Exception:** The State may, on a case by case basis, grant an exception to #3 above after a determination has been made by the State that the exception will serve the purposes of the Housing and Community Development Act of 1974 and the State's adopted Final Statement for each year therefore only after the recipient has provided to the State the following written documentation:
 - a. A disclosure of the nature of the conflict accompanied by documentation that there has been a public disclosure of the conflict and a description of how the public disclosure was made. Public disclosure may include either a public hearing or an appropriate comment period; public hearings require 5 full days of notice. Acceptable documentation would include a copy of the published notice for the public hearing, and minutes of the public hearing including comments; and
 - b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

Standard of Determining Exception

In determining whether to grant an exception, after the above two items have been received, the State shall consider the following factors, where applicable:

1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available

2. Whether an opportunity was provided for open competitive bidding or negotiation
3. Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class
4. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question
5. Whether the interest or benefit was present before the affected person was in a position as described in #3
6. Whether undue hardship will result either to the recipient or the person affected when weighted against the public interest served by avoiding the prohibited conflict
7. Any other relevant considerations

If after all considerations, the determination is made to grant an exception, the State shall issue a waiver noting such exception and the conditions and basis of the issuance of the same.

Reference Utah Procurement Code:

<https://le.utah.gov/xcode/Title63G/Chapter6A/63G-6a.html>

SAMPLE FORM

CONFIDENTIALITY AND CONFLICT OF INTEREST CERTIFICATION

I understand that all information contained in the grant applications and information regarding the evaluation process is proprietary and as such cannot be released or discussed in any manner with other offerors or individuals not involved in the proposal evaluation process.

I will conduct the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.

I have not received any compensation from any employee, consultant, or anyone working for any vendor or contractor currently responding to a solicitation or who currently has a contract with the State of Utah or any of its entities.

I certify, to the best of my knowledge, that I do not participate in social activities with potential grantees that: (a) will interfere with the proper performance of my duties; (b) will lead to unreasonably frequent disqualification of me from the grant process; or (c) would appear to a reasonable person to undermine my independence, integrity, or impartiality.

I certify, to the best of my knowledge, that neither I nor any member of my immediate family has a material personal or financial interest in or fiduciary relationship to any grant applicant or to a direct competitor of any grant applicant under consideration by this proposal evaluation committee.

I further certify, to the best of my knowledge, that no other relationship with or bias towards any offeror exists which will prevent me from evaluating any proposal solely on its merits.

I further certify that if I have any relationship or bias toward any offeror, or any relationship or bias that may create the perception of bias, I shall immediately make a written disclosure to the Department of Workforce Services, which determine the appropriateness of the prospective committee member sitting on the evaluation committee.

Committee Member Name (printed) Committee Member Signature (Date)

Proposals to be evaluated:

Each project that is submitted for evaluation is listed here.

DATE:

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**SECTION G:
ACQUISITION & REHAB**

SECTION G—ACQUISITION & REHABILITATION

1. Overview

This section provides an overview of the regulations that apply to projects carried out by grantees that use CDBG funds for the following activities:

- Acquisition of real property - Vacant land, empty or occupied buildings
- Rehabilitation
- Demolition
- Homebuyer Assistance

A “Project” is defined as any activity or series of activities that are integrally related, each essential to the other, whether all of the activities receive federal financial assistance. It is critical that project managers contact the CDBG acquisition specialist for guidance prior to committing funds to these types of projects. As with other CDBG projects, no funds may be committed to a project prior to receiving environmental clearance and an executed state contract. If funds are committed prior to receiving environmental clearance and an executed contract, the grant will be terminated.

2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

The intent of the Act was to establish uniformity among federal agencies and their funding recipients when acquiring real property and relocating persons for federally funded projects. The key objective of the Act is to ensure fair and equitable treatment of those who are impacted by the project. The Act was amended in 2012 to increase residential and non-residential monetary payments and reduced the occupancy period to 90 days for homeowner occupants. The Act requires that grantees document property acquisition and project occupancy.

Note: Homeowner rehabilitation programs are not subject to URA.

3. Key Provisions of URA

Some of the key provisions of the Act include the following:

- Provides relocation assistance and payments to people who must move permanently or temporarily because of the project. This was intended to lessen the project’s impact on existing occupants. Relocation assistance includes advisory services and reimbursement for the costs of moving personal property for the following:
 - Owners
 - Tenants
 - Business
- Requires unbiased appraisals, a review of those appraisals, written offers and negotiations in good faith. Grantees must determine whether an acquisition is:
 - Voluntary - it’s more than a willing buyer and willing seller!
 - Involuntary - under threat or use of eminent domain

Note: The State of Utah Small Cities CDBG program does not fund involuntary acquisitions. All project files must have complete documentation that the project is *voluntary* in nature. HUD requires that the seller be offered the right to withdraw from any written purchase agreement if the buyer (grantee) does not follow the voluntary acquisition process.

4. Documentation Required for Voluntary Acquisition Projects

It is very important that grantees keep the following documentation in their files for a minimum of 5 years after project closeout. The following items must be in the project file:

- Voluntary acquisition determination - Notice of Exemption
- Preliminary Acquisition Notice
- Market value of property (appraisal)
- Written Offer to Purchase
- Statement of the Basis
- Title documents
- Final settlement sheet
- Recorded warranty deed

5. Voluntary Acquisition vs. Involuntary Acquisition of Property

Oftentimes, HUD funded projects require the acquisition of real property. Agencies may acquire the needed real property from owners by voluntary or involuntary means. Under the URA, an acquisition is considered to be involuntary when an agency acquires property under threat or use of eminent domain. Eminent domain is the power of the government to take private property for public purposes with payment of just compensation.

The Fifth Amendment of the U.S. Constitution states that "private property shall not be taken without payment of just compensation" and that "no person shall be deprived of life, liberty, or property without due process of the law." These constitutional rights form the basis of the URA's protections for property owners.

The URA requirements for voluntary acquisitions and involuntary acquisitions differ significantly. While there are protections for property owners in both circumstances, only involuntary acquisitions trigger the full acquisition requirements of the URA found in 49 CFR Part 24 Subpart B.

Grantees must understand the critical differences between voluntary acquisitions and involuntary acquisitions under the URA before acquiring property for a HUD funded project.

6. What makes a transaction "voluntary"?

For agencies with eminent domain authority, if:

- No specific site is needed and any of several properties could be acquired for project purposes; and
- The property is not part of an intended, planned or designated project area where other properties will be acquired within specific time limits; and
- The agency informs the owner in writing of the property's market value; and
- The agency also informs the owner in writing that the property will not be acquired, through condemnation, if negotiations do not reach an amicable agreement
- Tenants are displaced, the tenants are provided relocation assistance

For agencies without eminent domain authority, if:

- The agency notifies the owner in writing of the property's market value; and
- The agency notifies the owner prior to making an offer, that it will not acquire property if an amicable settlement cannot be reached
- Tenants are displaced, the tenants are provided relocation assistance

7. Basic Acquisition Policies

Expeditious Acquisition. The Agency shall make every reasonable effort to acquire the real property expeditiously by negotiation.

- a. *Notice to Owner.* Once a property has been identified, the Agency shall notify the owner in writing of the Agency's interest in acquiring the real property and the basic protections provided to the owner by law and this part.
- b. *Appraisal and Invitation to Owner.* (1) Before the initiation of negotiations the real property to be acquired shall be appraised, and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property.
- c. *Establishment and Offer.* Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the fair market value of the property. Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.
- d. *Basis for the Offer of Just Compensation - Summary statement.* Along with the initial written purchase offer, the owner shall be given a written statement of the basis for the offer of just compensation, which shall include:
 - i. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated.
 - ii. A description and location identification of the real property and the interest in the real property to be acquired.
 - iii. An identification of the buildings, structures, and other improvements (including removable building equipment and trade fixtures) which are included as part of the offer of just compensation. Where appropriate, the statement shall identify any other separately held ownership interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by this offer.
 - iv. *Basic Negotiation Procedures.* The Agency shall make all reasonable efforts to contact the owner or the owner's representative and discuss its offer to purchase the property, including the basis for the offer of just compensation and explain its acquisition policies and procedures, including its payment of incidental expenses. The owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modification in the proposed terms and conditions of the purchase. The Agency shall consider the owner's presentation.
 - v. *Updating Offer of Just Compensation.* If the information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of the appraisal(s) of the property, the Agency shall have the appraisal(s) updated or obtain a new appraisal(s). If the latest appraisal information indicates that a change in the purchase offer is warranted, the Agency shall promptly reestablish just compensation and offer that amount to the owner in writing.

8. Donations

An owner whose real property is being acquired may, after being fully informed by the grantee of the right to receive just compensation for such property, donate such property or any part thereof, any interest therein, or any compensation paid therefore, to the grantee as such owner shall determine. The grantee is responsible for ensuring that an appraisal of the real property is obtained unless the owner releases the grantee from such obligation (recommended).

9. Manner of Notices - General Information Notices

Each notice which the Agency is required to provide to a property owner or occupant under this part shall be personally served, sent by certified or registered first-class mail, return receipt requested, or via electronic software with certified signature from a software such as Adobe e-Sign or DocuSign, and documented in Agency files. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice must be provided with appropriate translation. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. **Again, documentation of receipt is required.**

10. Housing & Community Development Act - Section 104(d)

CDBG or HOME funded projects that include demolition of housing units or conversion of low-income units are subject to Section 104(d) *in addition* to **Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970 (URA)**. The objectives of Section 104(d) are:

- Residential anti-displacement and relocation assistance plan (RRAP)
- One-for-one replacement of occupied and vacant livable low-income units
- Alternative relocation assistance for low-income residential tenants that is typically beyond URA levels (60 months, based on ability to pay)

11. Acquisition Templates

The use of required templates are necessary to document that the URA requirements have been met. The chart below explains which templates are used for which activities. These templates are available in electronic form from the CDBG office.

Template	All Acquisition Projects	Occupied Only	Homebuyer Assistance
1 st General Notice of Non-Displacement - Exhibit 3		X	
Notice of Exemption - Exhibit 4	X		
Preliminary Acquisition Notice - Exhibit 5	X		
When a Public Agency Acquires your Property Brochure - Exhibit 5	X		
Written Offer to Purchase - Exhibit 6	X		
Statement of Basis for Confirmation - Exhibit 6	X		
2 nd General Notice of Non-Displacement - Exhibit 7		X	
URA Voluntary Sales Notice W or W/O Eminent Domain - Exhibit 8			X

As a reminder, the following documents must be also kept in the file for documentation that the acquisition was completed.

- Title documents
- Final settlement sheet
- Recorded warranty deed

Exhibit 1

GENERAL URA ACQUISITION PROCESS

(Refer to 49 CFR 24 Subpart B for detailed acquisition requirements)

VOLUNTARY ACQUISITIONS 49 CFR 24.101(b)(1)-(5)	INVOLUNTARY ACQUISITIONS 49 CFR 24.101(a) & (b)
<i>Determine if proposed acquisition satisfies criteria and requirements of 24.101(b)(1)-(5). If acquisition doesn't meet criteria (e.g., is subject to threat or use of eminent domain), refer to involuntary acquisition process and comply with 49 CFR 24 Subpart B requirements.</i>	<i>Determine if proposed acquisition is subject to threat or use of eminent domain. If not subject to eminent domain, refer to voluntary acquisition process and comply with applicable requirements of 49 CFR 24.101(b)(1)-(5).</i>
24.101(b)(1) - Agencies with eminent domain authority but will not use: must meet all conditions of 24.101(b)(1)(i) – (iv). (see esp. 24.101(b)(1)(i) & (ii))	* Notify owner of agency's interest in acquiring property and protections under the Uniform Act (see 24.102(b)) <i>(Optional: issue Notice of Intent to Acquire (see 24.203(d))</i>
* Agency will not acquire property if negotiations fail, and owner is so informed in writing (see 24.101(b)(1)(iii))	* Appraise property and invite owner to accompany appraiser (see 24.102(c))
* Agency informs owner in writing of property's estimated market value (see 24.101(b)(iv))	* Review the appraisal (see 24.104)
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* Establish estimate of just compensation for property (see 24.102(d))
24.101(b)(2) – Agencies or persons without eminent domain authority:	* Provide owner with written offer and summary statement for property (see 24.102(e))
* Prior to offer, inform owner unable to acquire if negotiations fail (see 24.101(b)(2)(i))	* Negotiate with owner for purchase of property (see 24.102(f))
* Inform owner of property's estimated market value (see 24.101(b)(2)(ii))	* If negotiations successful, complete sale and reimburse property owner for related incidental expenses (see 24.106)
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* If negotiations unsuccessful, consider an administrative settlement (see 24.102(i))
24.101(b)(3) – Acquisition from a Federal agency, State, or State agency, if acquiring agency without eminent domain authority:	* If negotiations still unsuccessful, consider acquiring property through eminent domain.
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* Displaced persons eligible for relocation assistance (see 24.2(a)(9)(j))

EXHIBIT 2



URA the HUD Way Real Property Acquisition Process



Appraisal

The URA specifies a process to accomplish the standard of paying just compensation as set out in the Fifth Amendment to the U.S. Constitution. The URA requires that a qualified appraiser estimate the fair market value of the property through the appraisal process.

Review Appraisal

The appraisal must be reviewed by a qualified review appraiser for consistency and reasonableness, and to ensure it meets all standards.

Just Compensation

Agencies must establish the amount of just compensation to offer the property owner, which cannot be less than the approved appraisal. An authorized agency employee must set the amount to be offered.

Written Offer

Agencies must make a written offer to the property owner for the just compensation amount. A verbal offer does not meet the URA requirements.

Negotiations

After the agency makes the offer, a reasonable period of negotiations should occur where the property owner can review the offer, ask questions, accept or reject the offer, or make a counteroffer.

Agencies can pay more than the amount of the established just compensation offer by using an administrative settlement, if it is reasonable, prudent, and in the public interest.

Yes

→ Closing

If you are successful in reaching a settlement, you will go to a closing with the property owner and obtain title to the property.

No

→ Condemnation or Walk Away

If negotiations are unsuccessful, agencies with eminent domain authority may choose to pursue condemnation through the eminent domain process. Agencies without eminent domain authority must walk away.

EXHIBIT 3
1st GENERAL INFORMATION NOTICE OF NONDISPLACEMENT
TO RESIDENTIAL TENANT NOT DISPLACED
Grantee or Agency Letterhead

(date)

Dear _____:

(City, County, State, Public Housing Authority (PHA), other) _____, is interested in **purchasing and rehabilitating** the property you currently occupy at (address) for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant program.

The purpose of this notice is to inform you that you will not be displaced in connection with the proposed project. If the project application is approved and federal financial assistance provided, you may be required to move temporarily so that the rehabilitation can be completed. If you must move temporarily, suitable housing will be made available to you and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the **purchase & rehabilitation**, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions. *

If federal financial assistance is provided for the proposed project, you will be protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the agency's determination, if you feel that your application for assistance was not properly considered.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact:

(name) _____, (title) _____,

(address) _____, (phone) _____.

Sincerely,

(name and title) _____

Enclosure

NOTES

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date.

**EXHIBIT 4 Sample
UNIFORM REAL PROPERTY POLICIES ACT OF 1970
NOTICE OF EXEMPTION**

May 1, 2024

As part of _____ **County's** "Community Development Block Grant" program for 2024, the **County** will be acquiring a parcel of ground in the unincorporated portion of _____ **County** to be utilized for the development of **multi-family affordable housing**. This parcel is described as follows:

BEG at the North ¼ corner OF SECTION 31 RUNNING SOUTH 792' MORE OR LESS THENCE EAST 353' TO ROADWAY THENCE NORTHWEST ALONG ROADWAY 820' MORE OR LESS TO SECTION LINE THENCE 168' MORE OR LESS TO THE POINT OF BEG. SITUATE IN THE NW ¼ OF THE NE ¼ OF SECTION 31 T.5.S. R.5.W. SLB&M. Also, beg South 1312' and east 382' of the N ¼ corner of said section 31 running thence east 205' thence ne'ly 70' more or less thence sw'ly 140' to the point of beginning.

The _____ **County CDBG office** has determined that this acquisition is a "Voluntary Acquisition" as specified by the criteria contained in **49 CFR 24.101(b)**, and as such is exempt from the provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended. However, the _____ **County CDBG office** will substantially comply with the real property acquisition procedures contained in the Uniform Act.

_____ **County** acknowledges that any dislocation of residents on the property will be accomplished according to the provisions related to relocation in the Uniform Act and in Section 104(d) of the Housing and Community Development Act of 1974, as amended.

Any questions relating to the acquisition of this property should be addressed to:

_____,
Name

_____, _____, _____, _____, _____.
Title County City State Zip Code

**EXHIBIT 5 - SAMPLE
PRELIMINARY ACQUISITION NOTICE**

July 1, 2022

Ms. Bee Holden
345 Chinook Ave.
Any Town, Utah 84000

Dear Ms. Holden:

This is to inform you that (City or County) is interested in acquiring your property on Chinook Avenue (Lot 8, Square 6, Palmer Extension) to be used for the construction of multi-family affordable housing.

A brochure describing your rights and the (City's or County's) procedures for acquiring property is enclosed for your information. If you have any questions, please contact me at 555-1234.

The (City or County) will be hiring an independent appraiser to appraise your property. You have the right to accompany him/her on his/her inspection of the property if you wish to do so. You will be notified by the appraiser at least five days prior to the visit inviting you to accompany him/her. This notice is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.

Sincerely,

John E. Doe
CDBG Coordinator

Enclosure: When A Public Agency Acquires Your Property

“When a Public Agency Acquires Your Property”

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used. The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property. Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the

offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay. An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with

your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you. Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Utah Department of Workforce Services at the number and discuss your concerns with the representative.

Utah Department of Workforce Services - Housing & Community Development

Community Development Block Grant Program

140 East 300 South - Floor 1

Salt Lake City, UT 84111

Office Hours: Mon - Fri, 8 am to 5 pm

Telephone Number: (435) 633-5252 - Zach Leavitt

**EXHIBIT 6 - SAMPLE
WRITTEN OFFER TO PURCHASE**

July 1, 2024

Ms. Bee Holden
345 Chinook Ave.
Any Town, UT 84000

Dear Ms. Holden:

This letter serves as a written offer to purchase property at 365 Chinook Avenue (Lot 8, Square 6, Palmer Extension), which our records indicate is owned by Bee Holden. This property is being acquired for the construction of multi-family affordable housing.

The property has been appraised by a competent and unbiased fee appraiser and the appraisal has been thoroughly analyzed by a competent appraisal analyst and found to be well supported. Based on the appraisal and review, the City hereby makes you a firm offer in the amount of \$_____ for the purchase of your property. In addition to the offered purchase price, (City or County) will also pay for any incidental costs (closing costs, etc.) associated with the transfer of the property.

We feel that the above offer is most equitable and we urge your favorable consideration and acceptance of it. If this meets with your approval, the (City's or County's) representative has prepared an Act of Sale and will assist in any way convenient to you in finalizing the acquisition.

If you feel that the (City or County) has not examined all the relevant information needed to determine just compensation for your property, please contact John E. Doe at 555-1234. He/she will be more than willing to review the material and if necessary to schedule a formal meeting with the (City or County) to discuss the purchase of your property.

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

Joseph Utah
Mayor

Enclosure: Statement of the Basis for the Determination of Just Compensation

**EXHIBIT 6 - SAMPLE
STATEMENT OF THE BASIS FOR
THE DETERMINATION OF JUST COMPENSATION**

Description and Location of Property

The City of West Linn proposes to purchase land and improvements on Gus Young Avenue (Lot 8, Square 6, Palmer Extension) from owner Elizabeth Richardson at 134 Gus Young Avenue, West Linn, Louisiana. It is a single-family residential unit which conforms to zoning, present use, surrounding land use, and area trends.

Purpose of Purchase

The City of West Linn intends to use the whole parcel for the construction of an addition to the Eden Park Community Service Center.

Improvements

It is a one-story single-family residence of wood frame construction with concrete foundation, stucco siding, a tar and gravel roof and aluminum gutters and downspouts.

It contains a living room, kitchen, center hall, two bedrooms and one bath.

The kitchen has counters and painted wood cabinets. There are no built in appliances.

Heat is gas-fired, forced air from Atlas, 120,000 BTU furnace.

The house is 25 years old. Design is good. Maintenance is poor.

Declaration of Offer

Based on the two appraisals, the City of West Linn hereby makes you an offer in the amount of \$32,500.00 for the purchase of your property. This offer is for the fair market value of your property and does not include any consideration of decrease or increase in value attributable to the project for which it is being acquired. It reflects no relocation payments which the owner/tenant may be entitled to receive under the State of Utah Community Development Block Grant Regulations.

Definition of Fair Market Value

"Fair Market Value is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used."

Appraisal Techniques

Two major techniques, cost approach and market data approach, were utilized to determine the fair market value of this property.

Cost Approach

Land: To estimate the value of the land, as if unimproved, the market was searched for vacant land sales which might throw some light on the value of subject land.

Estimated Replacement Cost: To estimate the cost of replacing the home minus depreciation based on age and observed condition, 20 percent.

Total by Cost Approach \$32,500.00

Market Data

To estimate the value of the property by this approach, the market was searched for sales of properties in the area which might throw some light on the value of subject property by comparison.

After adjusting these sales, approximately six comparable properties, for time and points of difference, the indicated value of subject property, by comparison, is \$32,100 - \$33,000.

Signature of Authorizing Official

Date

MUST BE SENT CERTIFIED/REGISTERED MAIL
RETURN RECEIPT REQUESTED

EXHIBIT 7 - Sample
2nd GENERAL INFORMATION NOTICE OF NONDISPLACEMENT
TO RESIDENTIAL TENANT NOT DISPLACED
Grantee or Agency Letterhead

(date)

Dear _____:

On (date) , the (City, County, State, Public Housing Authority (PHA), other) , notified you of proposed plans to **purchase & rehabilitate** the property you currently occupy at (address) for a project which could receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant program. On (date) , the project was approved and will receive federal funding. Repairs will begin soon.

- **This is a notice of non-displacement.** You will not be required to move permanently as result of the purchase & rehabilitation.

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions. *
2. If you must move temporarily so that the rehabilitation can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Of course, you must continue to comply with the terms and conditions of your lease.

If you have any questions, please contact (name) , at (phone) , (address) . This letter is important to you and should be retained.

Sincerely,

 (name)

 (title)

NOTES

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See Paragraph 2-3 I of Handbook 1378.)

**SECTION H:
LABOR STANDARDS**

CDBG Project - Labor Standards Checklist

#	Y	N/A	Review each step and check off once completed
1			Complete Procurement Checklist first. Refer to Section F of the Grantee Handbook.
2			For construction projects only, contact CDBG staff person assigned to the project to schedule a mandatory pre-construction meeting with contractor, project manager and CDBG staff.
3			CDBG staff will provide general contractor with <i>Section 3 Business Concern Form</i> to complete, sign and return to the state.
4			CDBG staff will review the Davis-Bacon wage decision. Will any apprentices be on the job? If so, provide documentation from the local Office of Apprenticeship. Refer to <i>Section H - Labor Exhibits, H-11</i> in this handbook for more information.
5			Contact CDBG labor specialist if there are any trades needed for the project that are not listed on wage decision. Provide contractor name, address, contact information, etc. and proposed hourly wage to CDBG labor specialist. Complete/submit form.
6			Collect all weekly payrolls from all contractors. All workers on the job must be listed on the payrolls, even owners. "No Work Done" payrolls must be collected also.
7			Review payrolls for accuracy using instructions in the <i>Labor Exhibits</i> section of Grantee Handbook.
8			Conduct employee interviews with <u>all laborers</u> and a sample of other trades once during the life of the project.
9			Compare payrolls to employee interviews for accuracy. Contact general contractor with any questions about discrepancies. Sign employee interview form as Payroll Examiner.
10			Refer to instructions in the <i>Labor Exhibits</i> that explain how to attach all payrolls in WebGrants in <i>Grantee Attachments</i> . Label by contractor and consecutive week, including weeks where there was "No Work Done". All payrolls for the life of the project must be attached in WebGrants.
11			Attach employee interviews (by contractor) in WebGrants in <i>Grantee Attachments</i> .
12			<u>Do not</u> attach payrolls to <i>Claims</i> when submitting in WebGrants.
13			Notify CDBG staff when project is 90% completed.

SECTION H – LABOR LABOR CHECKLIST

Labor Standards File

For each construction project, the grantee must maintain a labor standards file that includes the following items. These items must be available for review when the project is completed and is monitored by State CDBG staff. All files must be kept for five years after the project is closed out.

- ___ Davis-Bacon wage decision & any additional wage classifications requested for project
- ___ Proof of publication of construction bid advertisement in local newspaper
- ___ Labor standards provisions/Section 3 statement included in bid advertisement
- ___ Evidence that the Davis-Bacon wage decision was included in the bid specifications
- ___ Evidence that the HUD 4010 form was included in the bid specifications
- ___ Evidence that the Section 3 Construction Clause was included in the bid specifications
- ___ Bid tabulation sheet and bid opening date
- ___ Verification of contractor eligibility - Contractor Clearance Letter from State of Utah
- ___ Contract Award Letter & Notice to Proceed Letter
- ___ Section 3 Business Concern Form for General Contractor
- ___ Copy of pre-construction meeting minutes (date, time, place and attendees)
- ___ Copy of construction contract with federal labor standards attachments: HUD Form 4010, Davis-Bacon wage decision and Section 3 Construction Clause
- ___ Evidence that the Davis-Bacon wage decision was posted at the construction site
- ___ Certified payrolls—General contractor’s weekly payroll sheets (numbered #1, #2, etc.)
- ___ Certified payrolls—Subcontractor(s) weekly payroll sheets (numbered #1, #2, etc.)
- ___ Employee interviews— checked against wage decision and signed
- ___ Documentation of all compliance and enforcement actions, i.e., Wage restitution owed? Paid? Any construction issues with contractor or subs? New employment opportunities created as a result of Section 3-covered assistance?
- ___ Date of construction completion: _____
- ___ Documentation of final inspection—Substantial completion, project closeout, etc.
- ___ No New Hires statement from general contractor - If applicable

SECTION H – LABOR

1. Overview

This section provides an overview of federal laws that govern the wages and working conditions for laborers and mechanics employed under construction contracts funded in whole or in part by CDBG funds. Contracts for construction, alteration or rehabilitation of public works projects, public facilities, and some housing projects are governed by laws designed to ensure:

- a. All contractors pay laborers and mechanics at a rate equal to that paid to those workers on similar activities in the locality. This is known as the *prevailing wage* rate.
- b. Workers will be paid at regularly scheduled intervals and only those deductions allowable by law or as authorized by the employee shall be taken out of the worker's gross pay.
- c. All workers receive overtime compensation at a rate of one and a half (1.5) times the regular hourly wage for work performed in excess of 40 hours per week.
- d. All workers are assured safe and healthy working conditions.

2. Applicable Laws

a. Davis-Bacon and Related Acts (40 USC 276a-7)

The objective is to ensure that laborers and mechanics employed in construction work under federal contracts and contracts of recipients of federal financial assistance are paid wage rates and fringe benefits equal to those of corresponding classes of workers on similar construction in the locality in which the work is performed.

The key provisions apply to all contracts or subcontracts in excess of \$2,000 for construction, alteration or rehabilitation. The Housing & Community Development Division will provide the wage rate determinations for all projects. Only apprentices approved by the U.S. Department of Labor are allowed to be paid less than the Davis-Bacon Wage.

For CDBG, housing rehabilitation of less than eight units or where less than eight units were bid as a single contract is excluded from Davis-Bacon provisions.

Additional guidance can be found under *Labor Standards Provisions Applicable to Contracts Covering Federally-financed and Assisted Construction (29 CFR 5)*.

b. Copeland Anti-Kickback Act (40 USC 276 (c))

The objective is to prohibit wage “kickbacks” and salary deductions other than those prescribed by law (e.g., tax withholding and FICA) or those voluntarily authorized by the wage earner.

These provisions are applicable to any federally assisted contract subject to Davis-Bacon standards.

Additional guidance can be found under *Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States (29 CFR 3)*.

c. Contract Work Hours and Safety Standards Act, as Amended (40 USC 327)

The objective is to ensure that workers on federally assisted construction projects are compensated for overtime and to ensure that safe and healthy working conditions are provided.

The key provisions apply to all construction contracts over \$2,000. Financial assistance that is in the form of a loan guarantee or loan insurance is exempt from this requirement.

d. **Section 3 of the HUD Act of 1968 (12 USC 1701u)**

The objective of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons and to business concerns which provide economic opportunities to low- and very low-income persons. The key provisions apply to housing rehabilitation, housing construction and other public construction contracts.

3. Exemptions from Labor Standards

A jurisdiction is exempt from Labor Standards Provisions when:

- a. A low responsible bidder has not been found after two successive bid solicitations resulting in no bids being within 10% of the engineer's estimate, and it decides to use the jurisdiction's own employees to do the work (FORCE ACCOUNT LABOR) **State staff must provide approval**; or
- b. A low responsible bidder has not been found after two successive bid solicitations, and it decides to use donated or volunteer labor drawn from among the jurisdiction's citizenries.

When volunteer labor is to be used and **prior** to commencement of construction, the jurisdiction **must submit to state CDBG staff** the names of all volunteers; the type of work each will perform, i.e., carpenter, cement mason, brick mason, laborer, etc.; and the number of hours each will contribute to the project, a schedule of when each volunteer will be working on the project and the length of time the person will be on the job site.

- c. The eligible activity is single-family housing rehabilitation or multi-family housing rehabilitation involving less than eight units.

4. Wage Rate Decision - Exhibit H-1

Jurisdictions carrying out a construction project must contact state CDBG staff and request the most recent Davis-Bacon Wage Rate Decision prior to soliciting bids for the project. Advertisements for bid must include language that the project is subject to Federal Labor Standards, Davis-Bacon Provisions, Section 3 and Equal Employment Opportunity requirements. This general decision must become part of the project specifications and the contract between the jurisdiction and the general contractor. Please review the procurement section of this handbook for guidance regarding when and how to advertise for a contractor.

Note: If the contract is not awarded within 90 days of the bid opening, any modifications to the wage decision must be incorporated into the contract.

5. General Contractor Eligibility Determination - Exhibit H-2

Prior to awarding any construction contract, **the grantee must contact the state CDBG staff** and request approval of the proposed contractor. The U.S. Department of Labor maintains a list of contractors who have been found in violation of the labor standards requirements and therefore have been debarred, suspended or otherwise declared ineligible for participation in federally assisted construction projects. State CDBG staff will check the U.S. General Services Administration's System for Award Management (SAM.gov).

If the selected bidder is determined to be eligible, the state CDBG office will provide the grantee with a notice to proceed/contractor eligibility letter. If the selected bidder appears on the list of ineligible contractors, the CDBG office will provide a notice of ineligibility. At that point the grantee may offer the contract to the first alternate bidder or may reopen the bidding procedures.

6. Form 4010 - Exhibit H-3

Include all labor standards provisions and certifications in the solicitations for bid documents. The governing regulations for the applicable laws related to labor standards provides specific language to be included in all solicitations for bids and contracts for projects receiving federal financial assistance. Additionally, each bidder and eventual contractor are required to provide specific certifications assuring the grantee that the bidder and/or contractor will comply with prescribed labor standards requirements. These federal labor standards, Federal Form 4010, must be included in the bid specifications. **This form is to become a part of all construction contracts.** The liability then falls on the contractor to comply with the labor standards. The grantees' responsibility is then reduced to interviews and record keeping.

7. Section 3 Construction Clause - Exhibit -9

Include the SECTION 3 Construction Clause in the bid documents. The governing regulations for the applicable laws related to Section 3 of the Housing and Urban Development Act of 1968 requires the notification of potential contractors for Section 3-covered projects of the requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.

8. Pre-Construction Conference

Following the contract award but prior to giving notice to proceed to the contractor, the grantee must hold a pre-construction conference, and **a member of the state CDBG staff must be asked to attend.** The main goal is to help the contractor and subcontractors understand:

- a. How payments are made to the grantee [Request for Funds (RFF) and required documentation.
- b. How to avoid payroll reporting problems and wage restitution.
- c. Who is responsible for resolving wage rate discrepancies?
- d. How to determine a wage for a trade not listed on the Davis-Bacon wage decision.
- e. How to compute the value of any fringe benefits package paid by contractors.
- f. What Department of Labor posters must be posted on the job site?
- g. Section 3 requirements.

9. Weekly Payroll Reporting - Exhibit H-10

Proper documentation of weekly payrolls is the **most important requirement** of the CDBG program. The proper payroll format is provided in the Labor Exhibits section of this handbook, Dept. of Labor form 347. A computerized payroll form can be used instead if it contains the same information but needs to include the form 347 certification page. All payroll forms must be **certified** and submitted to the grantee **each week!** For permissible payroll deductions that would count as Fringe Benefits, see **Exhibit H-5**. There must be accurate payroll records, one for each week, and numbered 1, on from the week the contractor started on the job site until the end, including weeks not worked. These must be uploaded to WebGrants "*Grantee Attachments*" folder.

Correcting Payroll Errors

The Grantee's project manager will notify the contractor by email if an error is found in the payroll. Adjustments should be made as follows:

- a. If the gross amount of wages due a worker does not exceed \$10.00, restitution will not be required.

- b. If the gross amount exceeds \$10.00, then a certified statement from employee showing payment was received, or a canceled check with the employees' endorsement must be provided to the project manager.

10. Monitoring Contract Performance

It is the grantee's responsibility to monitor construction contracts to ensure that the Department of Labor Fair Wage with the Davis Bacon Wage Decision and the Equal Opportunity posters are displayed prominently at the construction site; that the contractor's weekly wage reports are accurate; and that the contractor is complying with applicable labor standards. While the general contractor is responsible for his subcontractors, the Grantee is ultimately responsible for monitoring of Davis-Bacon requirements. This monitoring function can be accomplished through the following activities:

- a. On-site inspections to ensure that required notices are posted
- b. Comparison of weekly payroll reports to the Davis-Bacon wage decision and employee interviews.

11. Employee Interviews - Exhibit 8

Interviews should be conducted once with all the laborers on the job and once with at least 10 percent of the remaining job classifications (backhoe operator, painter, cement mason, etc.). Project managers will be asked to interview all workers on small projects. The interviewer must complete all sections on the HUD-11 form. The interviewer's observations of the duties being performed, and the tools being used are noted. The interviewer compares observations and laborer/mechanic's statements. The interview form is then compared to the payroll form for consistency and the interview form signed that the comparison has been made.

Violations of labor standards requirements may surface as the result of either monitoring by the grantee or through a specific complaint by a construction worker. In either instance, the grantee is responsible for investigating and documenting the alleged violation.

If a violation is evident, the grantee may work with the contractor on an informal basis to resolve the finding. When the contractor refuses to address the violation or continues to violate the labor standards provision, the grantee should report the violations to the state CDBG staff. The state office then will work with the regional office of the U.S. Department of Labor to determine what actions are required.

The contractor should be informed that an unresolved finding could result in disbarment and makes the contractor ineligible for further CDBG projects or other federally assisted contracts.

12. § 200.322 Domestic preferences for procurements - Build America, Buy America (BABA).

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

For additional information please contact State CDBG Staff. See Exhibits 11 and 12 for more info.

DAVIS-BACON AND RELATED ACTS

Questions and Answers

GENERAL

- 1) What is the Davis-Bacon Act (DBA)?

The Davis-Bacon Act (DBA) was enacted by Congress on March 3, 1931, to assure local workers a fair wage and to provide local contractors a fair opportunity to compete for local federal government contracts.

In general, the DBA, as amended, requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, and/or repair (including painting or decorating) of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classifications of laborers and mechanics employed under the contract. (The Davis Bacon Act is incorporated under 23 U.S.C. 113 as a Davis-Bacon related act statute and is applicable to construction of Federal-aid highways funded with Federal-aid funding. See the discussion on Applicability to Federal-aid Highway projects, questions 7 and 8.)

Contractors and subcontractors are required to pay their laborers and mechanics employed directly upon the “site of the work” no less than the locally prevailing wage and fringe benefit rates for corresponding work on similar projects in the area “regardless of any contractual relationship which may be alleged to exist.” The Department of Labor determines and sets the prevailing wage rates. The geographical scope of the DBA is limited, by its terms, to the 50 States and the District of Columbia.

[29 CFR Part 5](#)
[The Davis-Bacon Act \(WH-1246\)](#)

- 2) What do the terms “buildings or works” in the Davis-Bacon Act refer to?

The terms “building or work” refer to any construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and other facilities on which construction type improvements are performed. Some of the construction type improvements are related to facilities, such as: bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping.

[29 CFR 5.2\(i\)](#)

- 3) What do the terms “construction, prosecution, completion, or repair” in the Davis-Bacon Act refer to?

The terms “construction, prosecution, completion, or repair” refer to all types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work, including without limitation:

- a) Altering, remodeling, installation (where appropriate) on the site of the building or work on items fabricated off-site;
- b) Painting and decorating;

- c) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work; and
- d) Transportation between the site of the work and a facility which is dedicated to the construction of the building or work and deemed part of the site of the work, such as:
 - Project office.
 - Tool yards.
 - Batch plants.
 - Borrow pits, etc.

- 4) Is the manufacturing or furnishing of materials, articles, supplies or equipment covered under the Davis-Bacon Act?

The requirements of the Davis-Bacon Act apply to construction, alteration, and/or repair (including painting or decorating) of public buildings or public works. Only when the manufacturing or furnishing of materials, articles, supplies or equipment is conducted in connection with and at the “site of the work” called for in the contract, are those activities covered under the Davis-Bacon Act.

[29 CFR 5.2\(i\)](#)

- 5) What is the minimum contract size/threshold for the prevailing wage rate requirements to apply?

The minimum contract size/threshold for the prevailing wage rate requirements to apply is over \$2,000.

[40 U.S.C. 3142\(a\)](#)

[29 CFR 5.5\(a\)](#)

- 6) Does the minimum contract size/threshold for the prevailing wage rate requirements apply to the contractor and/or subcontractors on a project?

The minimum contract size/threshold of \$2,000 only applies to the prime contractor. All related subcontractors on the project are covered under the DBA regardless of the size of the subcontract.

[40 U.S.C. 3142\(c\)](#)

[29 CFR 5.5\(a\)](#)

APPLICABILITY TO THE FEDERAL-AID HIGHWAY PROJECTS

- 7) What are the “Davis-Bacon Related Acts (DBRA)?”

The Davis-Bacon Related Acts are those Acts extending the Davis-Bacon Act provisions to Federal agencies that provide financial assistance for public works construction through grants, loans, loan guarantees, and insurance. The Federal-aid Highway Acts extended the Davis-Bacon Act provisions to Federally funded construction contracts on Federal-aid highways in the 50 United States, the District of Columbia, Guam, Puerto Rico, the Virgin Islands or other territories.

[29 CFR 5.1\(a\)](#)

[23 U.S.C. 113](#)

- 8) What are the Davis-Bacon labor standard clauses that must be included in a covered contract?

The Davis-Bacon Act requires contracting agencies to insert in full on any covered contract the clauses in the regulations at 29 CFR 5.5(a). If a contracting agency has a specific need which requires they modify the clauses, they can do so provided, that such modifications are first approved by the Department of Labor (USDOL). For Federal-aid highway construction projects, the contract clauses required by 29 CFR 5.5(a) are included in Form FHWA-1273 which is required to be physically incorporated in every prime contract and all subcontracts. The required contract clauses address the following topics:

- a) Minimum wages.
- b) Withholdings.
- c) Payrolls and basic records.
- d) Apprenticeships and trainees.
- e) Compliance with Copeland Act requirements.
- f) Subcontracts.
- g) Contract termination; debarment.
- h) Compliance with Davis-Bacon and Related Act requirements.
- i) Disputes concerning labor standards.
- j) Certification of eligibility.

[40 U.S.C. 3142\(c\)](#)
[29 CFR 5.5\(a\)](#)

- 9) Are prevailing wage rate requirements applicable to highway construction projects on Federal-aid highways, as defined in the [23 U.S.C. 113](#)?

The prevailing wage rate requirements apply to any Federal-aid highway construction project (regardless of Federal-aid funding source) over \$2,000 that is:

- a) Located physically within the existing right-of-way of a Federal-aid highway (defined in 23 U.S.C. 101 as "... a highway eligible for assistance under this chapter other than highways classified as local roads or rural minor collectors.)
- b) Located outside the physically existing right-of-way of a Federal-aid highway but is linked to or dependent upon a Federal-aid highway project based on proximity or impact (i.e. without the Federal-aid highway the project would not exist); or
- c) Funded under the Transportation Alternatives Program (TAP) (except for projects carried out under the Recreational Trails Program set-aside).

[Transportation Alternatives Program Guidance](#)

- 10) May contracting agencies apply prevailing wage rate requirements to projects not located on a Federal-aid highway?

Yes, although not required to do so contracting agencies may apply prevailing wage rate requirements to projects not located on a Federal-aid highway.

- 11) When a contracting agency uses Federal-aid funds for preliminary engineering, is the related construction project federalized thus making the prevailing wage rate requirements applicable to the construction contract?

NO. The prevailing wage rate requirements apply on a "contract basis." A contracting agency may elect to use Federal-aid funds for the preliminary engineering phase of a project and 100% state funds for the construction phase. Since there are no Federal-aid funds in the construction phase contract, the prevailing wage rate requirements do not apply.

- 12) When a contracting agency “ties”- a Federal-aid funded project to a State or locally-funded project, do the prevailing wage rate requirements apply to all “tied” projects?

Some agencies “tie” or combine separate construction projects for bidding purposes to take advantage of economies of scale, thereby providing an incentive for contractors to provide more competitive bids for all contract lettings. In these cases, the projects are designed, constructed, and administered as separate projects.

- If the “tied” projects are awarded as separate contracts (each contract has its own performance bond, pay items, and separate and distinct funding sources .) and are ” tied” for the purpose of bidding and award, then the prevailing wage rate requirements only apply to the Federal-aid funded project or projects.
- If the “tied” projects are awarded as one contract , then the prevailing wage rate requirements apply to all projects since the contract is being funded as a Federal-aid project.

- 13) Do the prevailing wage rate requirements apply to force account contracts for emergency repair work performed by the following parties:

- a) Contracts let by State or local government agencies using force account procedures?

YES. The prevailing wage rate requirements apply to work performed by contractors and subcontractors on State or local government-let contracts using force account procedures.

- b) Work performed by State or local government forces using the force account method?

NO. The prevailing wage rate requirements apply to work performed by contractors or subcontractors. State or local government agencies are not considered contractors or subcontractors, therefore the prevailing wage rate requirements do not apply.

[29 CFR 5.2\(h\)](#)
[Memorandum June 26, 2008 \(item3\)](#)

- 14) Do the prevailing wage rate requirements apply to contracts for emergency repair work solely for debris removal?

NO. Prevailing wage rate requirements do not apply to contracts where the scope of work is solely for the removal of debris and related clean up; however, if the debris removal is performed in conjunction with other repair or reconstruction work, prevailing wage rate requirements apply.

[Memorandum June 26, 2008 \(item3\)](#)

SITE OF THE WORK

- 15) What is the “site of the work” where laborers and mechanics are covered by the prevailing wage rate requirements?”

The “site of the work” is the physical place or places where the building or work called for in the contract will remain once the contract work has been completed and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.

[29 CFR 5.2\(l\)\(1\)](#)

16) What criteria must be satisfied for a facility to be deemed part of the site of the work?

- a) Dedicated exclusively, or nearly so, to the performance of the contract; and
- b) Adjacent or virtually adjacent to the site of the work.

[29 CFR 5.2\(l\)\(2\)](#)

17) What locations are generally not included in the site of the work?

- a) Permanent home offices;
- b) Branch plant establishment;
- c) Fabrication plants;
- d) Tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally-assisted contract or project; and
- e) Commercial or material supplier fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., established by supplier for the project before opening of bids but not on the site of the work.

[29 CFR 5.2\(l\)\(3\)](#)

18) Under what circumstances are truck drivers covered under the DBRA?

- a) Drivers of a contractor or subcontractor for time spent working on the site of the work;
- b) Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis;
- c) Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site; and
- d) Truck drivers transporting portion(s) of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical place(s) where the building or work called for in the contract(s) will remain.

[Prevailing Wage Resource Book, DBA/DBRA Compliance Principles, Truck Drivers](#)

19) Under what circumstances are truck drivers not covered under the DBRA?

- a) Material delivery truck drivers while off “the site of the work;”
- b) Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the “site of the work;” and
- c) Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

[Prevailing Wage Resource Book, DBA/DBRA Compliance Principles, Truck Drivers](#)

20) When site of the work issues arise, how are they resolved?

The USDOL Wage and Hour Division should be consulted when contracting agencies are confronted with “site of the work” issues. Refer to [WHD Local Offices](#) for information on contacting the local offices of the USDOL Wage and Hour Division.

- 21) Are the prevailing wage rate requirements applicable on projects to move or relocate facilities necessary for an associated Federal-aid construction project in the following situations?

- a) Contract let by a railroad or utility.

When a railroad or utility let a contract to move or relocate their facility to accommodate a highway construction project, payment under the contract is considered compensation for moving or relocating their facility, and not highway construction; therefore the prevailing wage rate requirements do not apply.

- b) Highway construction contract.

When the work to move or relocate a railroad or utility to accommodate a highway construction project is performed under the highway construction contract, the work is considered highway construction; therefore the prevailing wage rate requirements apply.

[Memorandum June 26, 2008 \(fourth item\)](#)

- 22) Are ferry boat projects covered by the prevailing wage rate requirements?

The construction and reconstruction of ferry boats and docking facilities is considered work performed upon “public works” within the meaning of the Davis-Bacon Act. When the location of the contract performance is known when bids are solicited, a wage determination would be issued. See [DOL's Field Operations Handbook, Section 15d11](#) for guidance.

WHO IS COVERED UNDER THE DBA?

- 23) Who is covered under the Davis-Bacon Act?

The requirements of the Davis-Bacon Act apply to laborers and mechanics, which are those workers performing work that is physical and/or manual in nature (including those who use tools or who are performing the work of a trade), and employed by a contractor or subcontractor on the “site of the work,” as distinguished from mental or managerial work. Laborers and mechanics also include apprentices, trainees, and helpers.

Laborers and mechanics do not include workers whose duties are primarily administrative, executive, or clerical rather than manual. In instances where supervisory employees and other employees whose work is not physical in nature (such as foremen, and other non-laborers and non-mechanics workers) devote over 20% of their time in a work week to physical and/or manual labors, they are covered under the DBA for the time spent performing the work of a laborer or mechanic. Persons employed in a bona fide executive, administrative, and professional capacity are not covered under the Davis-Bacon Act.

[29 CFR 5.2\(m\)](#)

- 24) What are some of the worker classifications covered under the Davis-Bacon Act?

The following are some of the worker classifications of laborers or mechanics covered under the Davis-Bacon Act:

- a) Carpenters.

- b) Electricians.
- c) Plumbers.
- d) Ironworkers.
- e) Flaggers.
- f) Craftsmen.
- g) Welders.
- h) Concrete Finishers.
- i) Longshoremen.
- j) Power Equipment Operators.
- k) Helpers.
- l) Workers participating in a special program that has not established specific wage rates and other compensations for the participants.

[AAM No. 141](#)

- 25) What are some of the worker classifications generally NOT covered under the Davis-Bacon Act?

The following worker classifications of laborers or mechanics are generally NOT covered under the Davis-Bacon Act:

- a) Architects.
- b) Engineers.
- c) Timekeepers.
- d) Supervisors.
- e) Foremen.
- f) Workers performing exploratory drilling services, such as subsurface utility engineering or utility location services, for the purpose of obtaining data to be used in engineering studies and the planning of a project. (The work performed is related to an activity and not a project; therefore the Davis-Bacon Act does not apply.)
- g) Employees of railroads.
- h) Employees of public utilities.
- i) Contracting agency inspectors.
- j) Public agency employees performing work on a public Agency force account basis.
- k) Contractor Quality Assurance Inspector.
- l) Material men and suppliers.
- m) Survey crew members using the equipment for measuring heights, distances, and bearings.
- n) Owner-Operators of trucks who drive their own trucks (The certified payroll would indicate that the work was performed by named "owner-operator" but would not need to show hours worked or the rate of pay).
- o) Bona fide programs approved by the USDOL with established wage rates, living allowances and other compensation. Some of the programs included:
 1. Summer youth opportunity programs, such as those sponsored by union and management or by a governmental or community group, and
 2. Federal Youth Program, such as: Youth Conservation Corps, Public Land Corps, American Conservation and Youth Service Corps (AmeriCorps), and Volunteers in Service to America (VISTA).

- 26) What are the requirements for apprentices and trainees?

The USDOL requirements of 29 CFR 5.5(a)(4)(i) and (ii) apply to apprentices and trainees individually registered in a bona fide apprenticeship program registered with the USDOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and

Labor Services, or with a State Apprenticeship Agency recognized by the Office. Even though apprentices and trainees are laborers and mechanics, these worker classifications are not listed on a wage determination. The wages and fringe benefits rates they receive are specified in their approved training program and may be less than the journeyman rate for the type of work performed.

Apprentices and trainees performing on Federal-aid highway construction contracts and enrolled in programs certified by the Secretary of the Department of Transportation are exempt from the DBRA requirements of 29 CFR 5.5(a)(4)(i) and (ii) for apprentices and trainees.

[23 U.S.C. 113\(c\)](#)
[29 CFR 5.5\(a\)\(4\)\(i\)](#)
[29 CFR 5.5\(a\)\(4\)\(ii\)](#)

27) Is a helper classification included in a General Wage Determination?

NO. The wage and fringe benefit rates for a helper classification are not included in a General Wage Determination. The helper classification must be included in a project wage determination, or added by the USDOL Wage and Hour Division, only when the following conditions are met:

- a) The work duties are clearly defined and distinct from any other classification in the wage determination;
- b) The work performed by a helper is not performed by a classification in the wage determination;
- c) The use of helpers is an established prevailing practice in the area; and
- d) The helper is not employed as a trainee in an informal training program.

[29 CFR 5.2 \(n\)\(4\)](#)

WAGE DETERMINATIONS

28) What is a “wage determination?”

A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the USDOL has determined to be prevailing in a given geographical area for a particular type of construction (e.g., building, heavy, highway, or residential). The prevailing wage is the wage paid to the majority (more than 50 percent) of the laborers or mechanics in the classification on similar projects in the area during the same period. If the same wage is not paid to a majority of those employed in the classification, the prevailing wage shall be the average of the wages paid, weighted by the total employed in the classification. A “wage determination” includes not only the original determination (or decision) but any subsequent determinations modifying, superseding, correcting, or otherwise changing the rates and scope of the original determination.

The USDOL Wage and Hour Division issues two types of wage determinations: general wage determinations, also known as area wage determinations, and project wage determinations.

[29 CFR 1.2\(a\)\(1\)](#)
[WHD Davis-Bacon and Related Acts Frequently Asked Questions, I.](#)

29) What is a “general wage determination?”

A “general wage determination” (GWD) reflects those rates determined to be prevailing in a specific geographic area for the type of construction described. “General wage determinations,” including any subsequent decisions modifying, superseding, correcting, or otherwise changing the rates and scope of the original wage decision, contain no expiration dates and are effective from their date of publication on the Wage Determination On Line (WDOL) web site at <http://www.wdol.gov>; or notice in the Federal Register; or on the date the written notice is received by the contracting agency, whichever is earlier.

When a contracting agency has a proposed construction project to which a published GWD would be applicable, that wage determination may be used by the contracting agency without consulting the USDOL, provided that questions concerning its use shall be referred to the USDOL in accordance with 29 CFR 1.6(b).

When a contracting agency has a proposed construction project to which there is not an applicable published GWD, the contracting agency must request a wage determination using [Standard Form \(SF\) 308](#), “Request For Wage Determination And Response To Request.”

[29 CFR 1.6\(a\)\(2\)](#)

[Wage Determination OnLine \(WDOL\)](#)

[WHD Davis-Bacon & Related Acts Frequently Asked Questions, I., General WD](#)

30) What is a “project wage determination?”

A “project wage determination” is a wage determination for a specific named construction project. It is issued at the request of a Federal agency or a “State highway department under the Federal-aid Highway Acts” using Form SF-308, “Request For Wage Determination And Response To Request.” A “project wage determination” expires 180 calendar days from the date of issuance unless an extension of the expiration date is requested by the contracting agency and approved by the USDOL Wage and Hour Division.

[29 CFR 1.6](#)

[29 CFR 1.5\(b\)](#)

[Standard Form \(SF\) 308](#)

[WHD Davis-Bacon & Related Acts Frequently Asked Questions, I., Project WD](#)

31) When a wage determination does not contain a classification of worker needed to complete construction of a project, can the wage and fringe benefit rates for a worker classification be transferred to other workers on the project?

NO. The wage and fringe benefit rates for worker classifications listed in wage determinations are unique to a particular type of construction and the type of work being performed. Therefore, wage and fringe benefit rates for a worker classification are not transferrable to other worker classification.

32) What are the procedures for requesting a missing worker classification?

The contracting agency shall require that any classification of laborers or mechanics which are not listed in the wage determination and which are to be employed under the contract be classified in conformance with the wage determination.

When a classification considered necessary for performance of the work is missing from the WD, the contractor must initiate a request for approval for a proposed wage and benefit rate that conforms to the wage determination. The contractor can initiate this action by preparing a Standard Form 1444 ([SF-1444](#)), *Request for Authorization of Additional Classification and Rate.* The wage rate proposed by the contractor must bear a "reasonable relationship" to the wage rates in the WD.

[AAM No. 213](#)

When only one classification necessary for performance of the work is missing in the WD, the contracting agency may request a project wage determination using [Standard Form \(SF\) 308](#), *Request For Wage Determination And Response To Request.* Once the contract has been awarded, the project wage determination may be incorporated into the contract through supplemental agreement or through change order.

[WHD Davis-Bacon and Related Acts Frequently Asked Questions, VI.](#)

- 33) What criteria must be satisfied for an additional worker classification to be approved by the USDOL Wage and Hour Division?

The approval of an additional worker classification and the proposed wage and fringe benefits rates requires that the following criteria be satisfied:

- a) The work to be performed by the worker classification requested is not performed by any other worker classification in the wage determination; and
- b) The worker classification requested is utilized in the area by the construction industry; and
- c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- d) There is evidence of agreement on the worker classification and proposed wage rate among the parties involved, or the views of those involved -- the contractor(s), employees (if known) or their representative, and the contracting officer/agency -- are forwarded for consideration to the Wage and Hour Division; and
- e) The request does not involve wage rates for apprentices or trainees.

[29 CFR 5.5\(a\)\(1\)\(ii\)](#)

[WHD Davis-Bacon and Related Acts Frequently Asked Questions, VI.](#)

- 34) Who is responsible for deciding which wage determination would be appropriate to use on a specific project?

The contracting agency is responsible for determining the applicable wage determination to furnish to all parties involved on a project. See [Where can I obtain a copy of the General Wage Determination needed for a covered federal project?](#) for more details.

- 35) How does the USDOL Wage and Hour Division determine prevailing wages?

The US DOL Wage and Hour Division establishes prevailing wage rates using available data showing the rates for the type of construction and worker classification prevailing in a specific geographical area. The sources of data may include, but is not limited to:

- a) Conducting in-house reviews of payroll data, or
- b) Conducting surveys of wage data from active projects.

- 36) What prevailing wage determination applies to laborers and mechanics engaged in warranty or repair work under a construction contract?

The original contract prevailing wage determination applies regardless of when the warranty work is done. This is true whether or not there is a pay item for the warranty work.

[29 CFR 1.6\(a\)\(1\)](#)
[AAM No. 157](#)

- 37) What prevailing wage determination should be used when a project is located on the border between two States with separate wage determinations?

The prevailing wage determinations are based on the prevailing wage rates for the area that the work will be performed. When a project site of the work is located in more than one area with separate wage determinations, the contracting agency has two options:

- a) Include all applicable GWDs in the contract, therefore, the contractor is required to pay employees based on where the work was performed using the appropriate GWD, or;
- b) Request a project wage rate determination for the project using [Standard Form \(SF\) 308](#), *“Request for Wage Determination and Response to Request.”*

- 38) What wage rate determination should be used on a contract that has more than one wage rate schedule with the same worker classification?

The contracting agency is responsible for insuring that only the appropriate wage determination(s) are incorporated in bid solicitations and contract specifications, and for designating specifically the work to which such wage determination will apply. It is possible for a project to have a worker classification for heavy construction and the same worker classification for highway construction. Because of the complexities in applying multiple wage rate schedules, the contracting agency should consult with the Wage and Hour Division to resolve any questions.

[29 CFR 1.6\(b\)](#)

- 39) Is the contractor allowed an equitable adjustment if a correction is necessary for a wage determination based on a clerical error by the USDOL?

YES. The contractor is compensated for any increases in wages resulting from a necessary wage rate modification retroactive to the beginning of construction through the effective date of the modification.

- 40) Do new wage determinations apply to construction contracts that have already been awarded?

A proper wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage and fringe benefits rates which must be paid to the

laborers and mechanics for the entire term of the contract. Modifications to a wage determination issued after the bid opening do not apply.

Upon his or her own initiative or at the request of a contracting agency, the USDOL Wage and Hour Division may correct any wage determination believed to contain an inadvertent clerical error. Such corrections shall be included in any bid specifications containing the wage determination, or in any on-going contract containing the wage determination in question, retroactively to the start of construction.

[29 CFR 1.6\(d\)
Prevailing Wage Rates](#)

- 41) What prevailing wage determination applies when a contracting agency executes an option provision in a multi-year contract to extend the terms of the contract for a specified period of time?

When a contracting agency executes an option provision in a multi-year contract to extend the terms of the contract for a specified period of time, the prevailing wage determination effective at that time the option was executed must be incorporated into the contract. See [November 20, 1998, Federal Register Notice titled: "Guidance to All Government Contracting Agencies of the Federal Government and the District of Columbia Concerning Application of Davis-Bacon Wage Determinations to Contracts With Option Clauses"](#) for detailed guidance.

- 42) What is a supersedeas wage determination?

Supersedeas Wage Determinations are issued annually to replace general decisions issued in the previous edition of the publication entitled General Wage Determinations issued under the Davis-Bacon and Related Acts. Supersedeas project wage determinations may also be issued.

Supersedeas decisions affecting determinations are effective under the same circumstances as "modifications." Whereas a modification to a wage determination may make changes in only selected provisions of the wage determination, a supersedeas determination replaces the entire existing wage decision.

[WHD Davis-Bacon and Related Acts Frequently Asked Questions, I.](#)

- 43) What is the 10-day rule?

A contracting agency is responsible for incorporating the applicable wage rate determination into each federally-assisted contract entered into pursuant to competitive bidding procedures. When notice of a change to a wage determination is published in the Federal Register 10 days or more before the opening of bids, the USDOL requires that the new wage determination be incorporated into the contract by amendment.

[29 CFR 1.6\(c\)\(3\)\(i\)](#)

- 44) When a contracting agency has failed to incorporate a wage determination in a covered contract and/or has incorporated a wage determination that clearly does not apply to the contract (e.g. inaccurate description of project, inaccurate location in a wage determination request), what can the contracting agency do?
- a) Terminate and re-solicit the contract with a valid wage determination, or
 - b) Incorporate a valid wage determination retroactive to the beginning of construction

through supplemental agreement or through change order. The contractor must be compensated for any increases in wages resulting from such contract change.

[29 CFR 1.6\(f\)](#)

CONTRACT ADMINISTRATION

- 45) Where are the prevailing wage determinations found?

Prevailing wage determinations are available on the internet at: [Wage Determinations OnLine.gov](#).

- 46) May a contracting agency reference the wage determination(s) in a bid proposal?

YES. The contracting agency may reference the wage determination(s) in a bid proposal. [FHWA Questions and Answers Regarding Electronic Contracting, No. 7](#)

- 47) May a contracting agency reference the wage determination(s) in a construction contract?

NO. The contract between the contracting agency and the contractor (or between the contracting agency and the design-builder) must physically incorporate the applicable wage determination(s) into that contract.

[FHWA Questions and Answers Regarding Electronic Contracting, No. 7](#)

- 48) May a prime contractor reference the wage determination(s) in their contracts with subcontractors?

NO. The contracts between the prime contractor and the subcontractors must physically incorporate the applicable wage determination(s) into those contracts.

RECORDKEEPING / PAYROLL

- 49) What payroll and basic information must contractors and subcontractors covered by the Davis-Bacon Act maintain for all laborers and mechanics employed on the site of the work?

- a) Name;
- b) Address;
- c) Full social security number;
- d) Worker classification;
- e) Regular hourly rate of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents;
- f) Daily and weekly numbers of hours worked;
- g) Deductions;
- h) Actual wage paid;
- i) If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected; and
- j) If applicable, detailed information regarding approved apprenticeship or trainee programs.

[29 CFR 5.5\(a\)\(3\)\(i\)](#)

- 50) What information must contractors and subcontractors provide on the weekly certified payroll submittals?

Contractors and subcontractors performing on contracts covered by the Davis-Bacon Act are required to pay laborers and mechanics on a weekly basis. They must submit a weekly payroll statement to the contracting agency that includes the following information:

- a) Name of each worker;
- b) Employee identification number (e.g., the last four digits of the employee's social security number);
- c) Worker classification;
- d) Hourly rates of wages paid;
- e) Daily and weekly number of hours worked;
- f) Deductions (fringe benefits, etc.) made; and
- g) Actual wages paid.

[29 CFR 5.5\(a\)\(3\)\(ii\)](#)

- 51) Does the USDOL require weekly certified payrolls to be submitted on form WH-347?

The [Form WH-347](#) is available for the convenience of contractors and subcontractors in submitting weekly certified payrolls. Use of the form is optional; however, the information necessary to properly fill out the form satisfies the requirements of a certified payroll submission in connection with contracts subject to the Davis-Bacon and related Acts and the Copeland Act. A properly executed certification set forth on the reverse side of Form WH-347 satisfies the requirement for submission of the "Statement of Compliance."

By signing the "Statement of Compliance," the contractor or subcontractor is certifying that the following statements for the pay period are correct:

- a) The information required under 29 CFR 5.5(a)(3)(ii) and 29 CFR 5.5(a)(3)(i) is being maintained and is correct and complete;
- b) Each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- c) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- 52) Do the record retention requirements that apply to paper records also apply to records maintained electronically?

YES. When records are maintained electronically, contractors must take care to ensure that good records management system practices are used and that the electronic records system provides integrity, accuracy, authenticity, and reliability. As an example, see the guidance provided by the Office of Federal Contract Compliance Programs - ["Retention Provisions for Electronic Records."](#)

- 53) How long are contractors and subcontractors required to retain employee records, including payroll records?

Contractors and subcontractors must retain employee records, including payroll records, during the course of the contract work and three years after final payments and all other pending matters are closed; i.e. FHWA's final acceptance of the project.

[29 CFR 5.5\(a\)\(3\)\(i\)](#)
[23 CFR 635.118](#)
[49 CFR 18.36\(i\)\(11\)](#)

- 54) Are electronic submittals and electronic signatures acceptable for the contractor's weekly payroll and the "Statement of Compliance" submittals?

YES. The USDOL Wage and Hour Division permits the use of electronic submittals and electronic signatures for the contractor's weekly payroll and the "Statement of Compliance" submittals. For more information, refer to the USDOL's November 12, 2004, letter regarding [Electronic Signatures and the Copeland Act](#).

[29 CFR 5.5\(a\)\(3\)](#)
[WH-347 and instructions](#)

OVERSIGHT

- 55) What are the functions/responsibilities of the U.S. Department of Labor under the Davis-Bacon Act?

The U.S. Department of Labor (USDOL) Wage and Hour Division has regulatory and oversight authority to assure coordination of administration and consistency of enforcement of the labor standards provisions of the Davis-Bacon Act. The USDOL Wage and Hour Division issues regulations establishing standards and procedures for the administration and enforcement of the Davis-Bacon labor standard provisions.

- 56) What are the responsibilities of FHWA and recipients of federal assistance under the Federal Aid Highway Acts in administering and ensuring compliance with the labor standard provisions of the Davis-Bacon Act?

The FHWA has the overall responsibility for ensuring that recipients in the Federal-aid highway program comply with the requirements and policies for prevailing wage rates on covered construction contracts. The FHWA is responsible for ensuring that all contracting agencies (State DOTs, local public agencies, and other grant recipients) are correctly administering prevailing wage rate requirements. The FHWA oversees compliance of these requirements through a risk-based stewardship and oversight program administered by each FHWA Division Office but is also charged under DOL guidance to conduct such investigations as appropriate to enforce Davis Bacon Act requirements.

On Federal-aid highway construction projects, contracting agencies are responsible for properly applying and enforcing prevailing wage rate requirements in covered contracts including:

- a) Verifying that covered contracts have incorporated the required Davis-Bacon clauses and the applicable wage determination(s);
- b) Verifying that the Davis-Bacon notice and the applicable wage determination(s) are displayed at the site of the work in a conspicuous location in clear view of everyone;
- c) Reviewing certified payrolls in a timely manner;
- d) Conducting employee interviews;
- e) Conducting reviews and investigations of covered contracts in conjunction with FHWA

- as appropriate;
- f) Forwarding refusal to pay and/or debarment consideration cases to the USDOL Wage and Hour Division for appropriate action; and
- g) Submitting enforcement reports and semi-annual enforcement reports to the USDOL Wage and Hour Division.

57) What are some of the typical violations of the DBRA?

The following are some of the typical violations of the Davis-Bacon and Related Acts requirements:

- a) Misclassification of laborers and mechanics;
- b) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours);
- c) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day;
- d) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices;
- e) Failure to submit certified payrolls weekly; and
- f) Failure to post the Davis-Bacon poster and applicable wage determination.

58) What is FHWA's guidance regarding late submittals of weekly payroll statements?

Unless the contractor provides a satisfactory explanation, the FHWA recommends that the contracting agency consider initiating a compliance investigation if a contractor is habitually late in submitting payroll statements.

59) What actions can be taken when a contractor is continually late with payroll submittals?

The contracting agency must send the prime contractor a written notice restating the contract requirements for submitting the weekly payroll statements. If the contractor continues to submit the payroll statements late, the following actions can be taken:

- a) Withhold payments until the payroll submittal requirements are met;
- b) Terminate the contract; or
- c) Refer the violating contractor to the USDOL for possible legal prosecution and/or debarment.

60) What actions can be taken if a contractor is not paying prevailing wages?

The contracting agency may withhold contract funds, on its own initiative or at the direction of the USDOL, in a sufficient amount to satisfy any alleged wage underpayments ending resolution of a wage dispute.

When a subcontractor has not paid the prevailing wages, the prime contractor who is responsible for compliance on the contract and liable for any back wages not paid, may decide to withhold final payment from the subcontractor until the back wage issues are resolved.

When contractors or subcontractors are found to have disregarded their obligations to employees, or to have committed aggravated or willful violations while performing work on

Davis-Bacon Act covered projects, they may be subject to contract termination and debarment from future contracts for up to three years.

[40 U.S.C. 3142\(c\)\(3\)](#)
[29 CFR 5.5\(a\)\(2\)](#)
[29 CFR 5.5\(b\)\(3\)](#)

- 61) Who is responsible for assuring that the standard provisions of the Davis-Bacon and Related Acts have been inserted into covered federally-assisted construction contracts?

The Federal agency is responsible for ascertaining whether the clauses required by 29 CFR 5.5 have been inserted into construction contracts covered under the Davis-Bacon and Related Acts. For Federal-aid highway construction projects, FHWA requires the inclusion of form FHWA-1273 which incorporates the contract clauses of 29 CFR 5.5.

[23 CFR Part 633](#)

- 62) What action should a contracting agency take when there is cause to believe a back wage violation exists?

The contracting agency should withhold, or cause to be withheld, from the contractor as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. The funds are withheld from active contracts or any other contracts of the contractor where the prevailing wage rates apply.

[29 CFR 5.5\(a\)\(2\)](#)

- 63) What can contracting agencies do in situations where back wage violations occurred on a contract that has been accepted and paid as complete?

When funds remain on a contract under which a violation occurred are insufficient to cover back wages due, the contracting agency can withhold funds from other contracts subject to DBRA or any other federal contract held by the same prime contractor.

[29 CFR 5.5\(a\)\(2\)](#)

- 64) Can a contracting agency use accrued funds withheld from a contractor for payment of wages be used to resolve other contract claims against the contractor?

NO. The wages due underpaid employees have priority over any competing claims against the contractor.

INTERVIEWS

- 65) How often should employee interviews in a compliance inspection of an employer be conducted by the contracting agency?

Employee interviews should be conducted at a frequency and number sufficient to establish the degree of adequacy and accuracy of the records, and the nature and extent of any violations. They should also be representative of all classifications of employees on the project under investigation. In doubtful compliance situations, interviews with former employees may be appropriate.

[29 CFR 5.6 \(a\)\(3\)](#)

- 66) An employee has been underpaid. What steps should be taken to resolve the issue?

The contracting agency may withhold funds sufficient to pay the unpaid employees. Considering the violation is a breach of contract, the contract may be termination, and/or the contractor or subcontractor may be debarred from obtaining any type of federally-funded contract for up to 3 years.

- 67) Are employee interviews intended to be confidential from the contractor?

Yes, employee interviews are intended to be private from their employer. Each employee should be informed that the information given is confidential, and that his/her identity will not be disclosed to the employer without the employee's written permission.

[PWRB 2013, Investigative Procedures Under DBRA/CWHSSA](#)

- 68) Do the prevailing wage rate requirements apply to all Recovery Act contracts?

YES. The first sentence of ARRA Section 1606 states in part: "Notwithstanding any other provision of law and in a manner consistent with other provisions of this Act . . ." This language explicitly overrides any limitation to Davis-Bacon coverage that may be contained in other Davis-Bacon related Acts. Specifically, the Highway Acts exclusion of highways functionally classified as local roads and rural minor collectors and limitation of applicability to projects located within the right-of-way does not apply to Recovery Act projects. For additional information, refer to the [ARRA Guidance](#) and the all agency memorandum [AAM No. 207 – "Applicability of Davis-Bacon to Federal and federally-assisted construction work funded by the American Recovery and Reinvestment Act of 2009."](#)

- 69) Who is responsible for assuring that the contractor has included the appropriate wage determination(s) in the contract?

The contracting agency is responsible for assuring that the appropriate wage determination is included in the contract.

[29 CFR 1.6\(b\)](#)

- 70) Who is responsible for compliance with the DBA labor standard provisions in a construction contract?

The prime contractor has overall responsibility for compliance with the DBA labor standard provision in a construction contract.

[29 CFR 5.5\(a\)\(6\)](#)

POSTERS

- 71) What Davis-Bacon Act notice or poster must be displayed on Federal-aid funded construction projects?

Covered contractors and subcontractors are required to display the "Rights Under the Davis-Bacon Act" notice (WH-1321) on the job site in a prominent and accessible place where it can be easily seen by the workers. The applicable wage determination must be similarly posted.

[WH-1321, "Employees Rights Under the Davis-Bacon Act"](#)
[WH-1321sp, "Derechos Del Empleado Bajo La Ley Davis-Bacon"](#)

- 72) Where can contractors and subcontractors obtain the workplace notices or posters required for Federal-aid funded construction projects?

The notices or posters required on Federal-aid funded constructions projects are available at no cost in electronic and printed form from the Department of Labor. For assistance in complying with federal workplace notices or posters requirements, see [DOL Poster Compliance Assistance](#).

[Where can I find workplace posters?
Job Site Posters](#)

- 73) Where should contractors and subcontractors display workplace notices or posters required on Federal-aid funded construction projects?

Workplace notices or posters must be displayed at all times by the contractor and subcontractors at the site of the work in a prominent and accessible place where they can be easily seen by the workers.

[Where should I post the required federal posters?
29 CFR 5.5\(a\)\(1\)\(i\)](#)

- 74) What is FHWA's position for displaying notices or posters on short-term projects when there is not a job office location?

When a job office is not established due to the nature of the work and/or the length of the contract, the contractor and subcontractors must display all notices or posters at their home offices where hiring is conducted and each employee must be provided copies of all the notices or posters and sign a statement acknowledging they received and understood the content of all the notices or posters.

- 75) Can the required workplace notices or posters be placed in a binder that is accessible in a supervisor's or foremen's vehicle when a job office has not been established for a covered Federal-aid construction project?

NO. Placing the required workplace posters in a binder does not meet the requirement for displaying or posting in a conspicuous place where they are easily visible to all employees — the intended audience.

[Can I put the required posters in a binder that I put on the wall?](#)

"General Decision Number: UT20240096 01/05/2024

Superseded General Decision Number: UT20230096

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Box Elder and Morgan Counties in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> <p>the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
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<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> <p>\$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ELECO354-005 06/01/2023

Rates Fringes

ELECTRICIAN.....\$ 39.00 1.3%+16.55

 ENGI0003-034 07/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
 (Mechanic).....\$ 33.04 16.09

 LABO0295-002 07/01/2019

Rates Fringes

TRAFFIC CONTROL (Flagger).....\$ 23.71 9.78

 TEAM0222-004 07/01/2023

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 28.17 13.99

 SUUT2018-007 05/07/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 19.69 1.17

LABORER: Common or General.....\$ 20.39 3.29

LABORER: Pipelayer.....\$ 14.68 ** 1.96

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 24.61 5.17

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 25.29 0.00

OPERATOR: Loader.....\$ 24.02 5.67

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates that the published rate is based on a weighted average of all survey rates. LA indicates the year of survey on which the rates are based. The next number, 007 is the internal number used in producing the survey rate.

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations, Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT 2

CONTRACTOR ELIGIBILITY/NOTICE TO PROCEED

July 28, 2024

Mr. Jim Bowe
CDBG Project Manager
100 South Main Street
Utopia, Utah 84000

Dear Mr. Bowe:

**2024 CDBG Contract #25-DWS-XXXX; Town of Utopia – Waterline Upgrade
Contractor Eligibility**

This is in response to your request for a determination of general contractor eligibility. I have reviewed the Lists of Parties Excluded from Federal Procurement or Non-procurement Programs as of 07/28/2024 published by the System for Award Management (SAM) and find that the company cited below does not appear in those lists:

Great Basin Development and Construction, LLC

As a result of this determination, you are authorized to proceed in contracting with the above named party. Make sure there is a signed contract with the contractor and that it includes Form 4010 (Federal Labor Standard Provisions), the Davis-Bacon General Wage Decision UT2024-0000, 01/05/24, Heavy, and the Section 3 Clause for Construction. These documents are posted in Webgrants, “State Program Attachments” for your use. If you have any questions, please call me at (801) 385-0000.

Sincerely,

Julie Tuimauga
Labor Specialist

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Pre-Construction Meeting Agenda/Minutes

Grantee: _____ Sub-Recipient: _____ Contract #: _____
 Date: _____ Place: _____ Time: _____ a.m. p.m.

NAME	ORGANIZATION	PHONE

Davis Bacon Wage Decision must be INCLUDED IN CONTRACT and posted on job site – applies to the whole project

Fringe Benefits can include: Health Insurance, Vacation Pay, Sick Pay, Holiday pay, 401k , Other

Work Safety Standards Act Hours: Overtime paid at 1 ½ times normal rate for all hours over 40 in a week

U.S. Department of Labor posters must be posted prominently on job site

All apprentices must be paid Davis Bacon Wage unless the apprenticeship is approval by Office of Apprenticeship

Contractor signed the Build America Buy America (BABA) Acknowledgement received from Julie when bidding materials were received. Please contact Julie Tuimauga – jtuimauga@utah.gov for more information.

The State of Utah must approve new wage classifications. Contact Julie Tuimauga – jtuimauga@utah.gov

Subcontractors must number and submit all payrolls to the general contractor each week.

All contractors, including owners, must submit weekly payrolls (Start with #1 for the 1st week on job)

Contractors must submit a numbered “No Work Done” payroll for any week they are not working.

Contractors must ensure that all labor standards that apply to them also apply to Subcontractors under them. This includes checking disbarment, Davis Bacon/Labor Standards.

Errors/Disputes – Call _____ at _____

Employee Interviews – _____ will conduct and compare to payrolls/wage decision

Bid Documentation must be in grantee file? Bid Opening Date? Start Date?

Has the contract between the jurisdiction and contractor been signed? If no, then when?

New Water/Sewer Projects. Utah DEQ Construction permit? Date: Documentation? _____

Grantee Civil Rights Review Needed? Yes No Last Reviewed:

Section 3 Project? Yes No

Women Owned Business Certification

Regulations require that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted projects will be extended to local lower-income residents. Further, to the greatest extent feasible, business concerns located in or substantially owned by residents of the project area will be utilized.

- Will the General Contractor/subs hire any new employees to carry out this project? No

If yes, the General Contractor/subs must demonstrate efforts to encourage Section 3 (local residents) to apply.

- Is General Contractor and subcontractors a Section 3 Business Concern Yes No (Contractors sign certification)

If "yes," contractors are encouraged to register as Section 3 Business Concern at HUD's online Section 3 Registry.

CHANGE REQUESTS must be provided to State CDBG staff and approved before implementation to ensure activities are allowable applicable and align with the application, award and ERR.

Your responsibilities include: financial management, preparation of an environmental review record, labor standards, civil rights laws, acquisition and relocation laws (if applicable), audits, monitoring, and the closeout process. State requirements include the establishment of local project control, reporting, monitoring requirements, timeframes, and contract execution. The material in the grantee handbook is designed so that you can reference the information continuously throughout the life of the project. There may be a significant period of time-lapse between the workshop and when the project actually proceeds.

These resources will help remind you what, when and how to administer this grant successfully.

<https://jobs.utah.gov/housing/community/cdbg/publications.html>

EXHIBIT 5 – Permissible Payroll Deductions

§ 200.431 Compensation - fringe benefits.

(a) **General.** Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

(b) **Leave.** The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- (1) They are provided under established written leave policies;
- (2) The costs are equitably allocated to all related activities, including Federal awards; and,
- (3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
 - (i) When a non-Federal entity uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment.
 - (ii) The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When a non-Federal entity uses the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

(c) **Fringe benefits.** The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in [§ 200.447](#)); pension plan costs (see [paragraph \(i\)](#) of this section); and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits, must be allocated to Federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such Federal awards and other activities, and charged as direct or indirect costs in accordance with the non-Federal entity's accounting practices.

(d) **Cost objectives.** Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of entity-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the non-Federal entity demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

(e) **Insurance.** See also [§ 200.447\(d\)\(1\)](#) and [\(2\)](#).

- (1) Provisions for a reserve under a self-insurance program for unemployment compensation or workers' compensation are allowable to the extent that the provisions represent reasonable estimates of the liabilities for such compensation, and the types of coverage, extent of coverage, and rates and premiums would have been allowable had insurance been purchased to cover the

risks. However, provisions for self-insured liabilities which do not become payable for more than one year after the provision is made must not exceed the present value of the liability.

- (2) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibility are allowable only to the extent that the insurance represents additional compensation. The costs of such insurance when the non-Federal entity is named as beneficiary are unallowable.
- (3) Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (*e.g.*, post-retirement health benefits), are allowable in the year of payment provided that the non-Federal entity follows a consistent costing policy.

(f) **Automobiles.** That portion of automobile costs furnished by the non-Federal entity that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect (F&A) costs regardless of whether the cost is reported as taxable income to the employees.

(g) **Pension plan costs.** Pension plan costs which are incurred in accordance with the established policies of the non-Federal entity are allowable, provided that:

- (1) Such policies meet the test of reasonableness.
- (2) The methods of cost allocation are not discriminatory.
- (3) Except for State and Local Governments, the cost assigned to each fiscal year should be determined in accordance with GAAP.
- (4) The costs assigned to a given fiscal year are funded for all plan participants within six months after the end of that year. However, increases to normal and past service pension costs caused by a delay in funding the actuarial liability beyond 30 calendar days after each quarter of the year to which such costs are assignable are unallowable. Non-Federal entity may elect to follow the "Cost Accounting Standard for Composition and Measurement of Pension Costs" ([48 CFR 9904.412](#)).
- (5) Pension plan termination insurance premiums paid pursuant to the Employee Retirement Income Security Act (ERISA) of 1974 ([29 U.S.C. 1301-1461](#)) are allowable. Late payment charges on such premiums are unallowable. Excise taxes on accumulated funding deficiencies and other penalties imposed under ERISA are unallowable.
- (6) Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.
 - (i) For pension plans financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.
 - (ii) Pension costs calculated using an actuarial cost-based method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after the six-month period (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded. The cognizant agency for indirect costs may agree to an extension of the six-month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursement and the non-Federal entity's contribution to the pension fund. Adjustments may be made by cash refund or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the pension fund.

- (iii) Amounts funded by the non-Federal entity in excess of the actuarially determined amount for a fiscal year may be used as the non-Federal entity's contribution in future periods.
- (iv) When a non-Federal entity converts to an acceptable actuarial cost method, as defined by GAAP, and funds pension costs in accordance with this method, the unfunded liability at the time of conversion is allowable if amortized over a period of years in accordance with GAAP.
- (v) The Federal Government must receive an equitable share of any previously allowed pension costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(h) **Post-retirement health.** Post-retirement health plans (PRHP) refers to costs of health insurance or health services not included in a pension plan covered by [paragraph \(g\)](#) of this section for retirees and their spouses, dependents, and survivors. PRHP costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

- (1) For PRHP financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.
- (2) PRHP costs calculated using an actuarial cost method recognized by GAAP are allowable if they are funded for that year within six months after the end of that year. Costs funded after the six-month period (or a later period agreed to by the cognizant agency) are allowable in the year funded. The Federal cognizant agency for indirect costs may agree to an extension of the six-month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursements and the non-Federal entity's contributions to the PRHP fund. Adjustments may be made by cash refund, reduction in current year's PRHP costs, or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the PRHP fund.
- (3) Amounts funded in excess of the actuarially determined amount for a fiscal year may be used as the non-Federal entity contribution in a future period.
- (4) When a non-Federal entity converts to an acceptable actuarial cost method and funds PRHP costs in accordance with this method, the initial unfunded liability attributable to prior years is allowable if amortized over a period of years in accordance with GAAP, or, if no such GAAP period exists, over a period negotiated with the cognizant agency for indirect costs.
- (5) To be allowable in the current year, the PRHP costs must be paid either to:
 - (i) An insurer or other benefit provider as current year costs or premiums, or
 - (ii) An insurer or trustee to maintain a trust fund or reserve for the sole purpose of providing post-retirement benefits to retirees and other beneficiaries.
- (6) The Federal Government must receive an equitable share of any amounts of previously allowed post-retirement benefit costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(i) **Severance pay.**

- (1) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by non-Federal entities to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by
 - (i) Law;
 - (ii) Employer-employee agreement;

- (iii) Established policy that constitutes, in effect, an implied agreement on the non-Federal entity's part; or
 - (iv) Circumstances of the particular employment.
- (2) Costs of severance payments are divided into two categories as follows:
- (i) Actual normal turnover severance payments must be allocated to all activities; or, where the non-Federal entity provides for a reserve for normal severances, such method will be acceptable if the charge to current operations is reasonable in light of payments actually made for normal severances over a representative past period, and if amounts charged are allocated to all activities of the non-Federal entity.
 - (ii) Measurement of costs of abnormal or mass severance pay by means of an accrual will not achieve equity to both parties. Thus, accruals for this purpose are not allowable. However, the Federal Government recognizes its responsibility to participate, to the extent of its fair share, in any specific payment. Prior approval by the Federal awarding agency or cognizant agency for indirect cost, as appropriate, is required.
- (3) Costs incurred in certain severance pay packages which are in an amount in excess of the normal severance pay paid by the non-Federal entity to an employee upon termination of employment and are paid to the employee contingent upon a change in management control over, or ownership of, the non-Federal entity's assets, are unallowable.
- (4) Severance payments to foreign nationals employed by the non-Federal entity outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the non-Federal entity in the United States, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.
- (5) Severance payments to foreign nationals employed by the non-Federal entity outside the United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(j) ***For IHEs only.***

- (1) Fringe benefits in the form of undergraduate and graduate tuition or remission of tuition for individual employees are allowable, provided such benefits are granted in accordance with established non-Federal entity policies, and are distributed to all non-Federal entity activities on an equitable basis. Tuition benefits for family members other than the employee are unallowable.
- (2) Fringe benefits in the form of tuition or remission of tuition for individual employees not employed by IHEs are limited to the tax-free amount allowed per section 127 of the Internal Revenue Code as amended.
- (3) IHEs may offer employees tuition waivers or tuition reductions, provided that the benefit does not discriminate in favor of highly compensated employees. Employees can exercise these benefits at other institutions according to institutional policy. See [§ 200.466](#), for treatment of tuition remission provided to students.

(k) ***Fringe benefit programs and other benefit costs.*** For IHEs whose costs are paid by state or local governments, fringe benefit programs (such as pension costs and FICA) and any other benefits costs specifically incurred on behalf of, and in direct benefit to, the non-Federal entity, are allowable costs of such non-Federal entities whether or not these costs are recorded in the accounting records of the non-Federal entities, subject to the following:

- (1) The costs meet the requirements of Basic Considerations in [§§ 200.402](#) through [200.411](#);

- (2) The costs are properly supported by approved cost allocation plans in accordance with applicable Federal cost accounting principles; and
- (3) The costs are not otherwise borne directly or indirectly by the Federal Government.

29 CFR § 5.29 - Specific fringe benefits.

§ 5.29 Specific fringe benefits.

- (a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.
- (b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).
- (c) The term “other bona fide fringe benefits” is the so-called “open end” provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).
- (d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be “bona fide” (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is “bona fide” in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in [paragraph \(a\)](#) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under [§ 5.5\(a\)\(1\)\(iv\)](#).
- (e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are “bona fide” in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under [§ 5.5\(a\)\(1\)\(iv\)](#).
- (f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are

common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.
A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.
B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes No Medical Yes No Pension Yes No	Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No		11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

Instrucciones

Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevista a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, y su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Línea 18: coloque aquí cualquier información adicional que desee documentar o información continua de otras líneas que no quepan en su espacio de bloque.

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

Historial de Entrevista del Empleado **Departamento de Vivienda y Desarrollo Urbano de EE.UU.** Aprobación de OMB No. 2501-0009
Oficina de Davis-Bacon y Normas Laborales (exp. 12/31/2024)

La carga de trabajo que supone para el público esta recopilación de información es un promedio de 15 minutos por respuesta. Esto incluye revisar las instrucciones, buscar en las fuentes de datos existentes, recopilar y mantener los datos y completar la recopilación de información. Esta información no puede ser recopilada, ni usted está obligado a proporcionar la información solicitada, a menos que muestre un número de control válido de la Oficina de Gestión y Presupuesto (OMB, por sus siglas en inglés). La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción. La información recopilada sirve de ayuda al Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) en la supervisión del cumplimiento de las normas laborales federales. Toda la información recopilada está amparada por la Ley de Privacidad de 1974 y por el Título 29 del Código Federal de Regulaciones (CFR, por sus siglas en inglés) 5.6(a)(5). Las personas y los organismos que recopilen esta información deben mantener estos registros de manera que se proteja a las personas de quienes se conserva la información. La información aquí recopilada es voluntaria, y cualquier información proporcionada se mantendrá confidencial, pero el hecho de no proporcionar la información solicitada puede retrasar la ejecución de cualquier posible violación de las normas laborales federales, en caso de que la información hubiera identificado alguna. Los comentarios sobre esta declaración de la carga de trabajo, o sobre esta recopilación, deben enviarse a: Director Nacional, Oficina de Davis-Bacon y Normas Laborales, 451 7th Street SW, Room 7108, Washington, DC 20410. Al proporcionar comentarios, sírvase referirse a la Aprobación OMB 2501-0009.

De conformidad con el artículo 5 del Código de los Estados Unidos (U.S.C.) § 552a(e)(3), esta Declaración de la Ley de Privacidad sirve para informarle de lo siguiente en relación con la recopilación de la información que figura en este formulario.

A. AUTORIDAD: La recopilación de la información solicitada en este formulario está autorizada por la Ley Davis-Bacon promulgada a través de los Reglamentos del Departamento de Trabajo bajo el título 29 CFR Parte 5.

B. PROPÓSITO: El propósito principal de solicitar esta información es determinar si los salarios pagados por un empleador en un proyecto cubierto por la Ley Davis-Bacon cumplen con las normas laborales federales.

C. USOS RUTINARIOS: La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción sobre temas relacionados con los salarios pagados en el proyecto. La información es revisada por personal autorizado por el HUD para garantizar el cumplimiento de las normas laborales federales según la Ley Davis-Bacon en los proyectos contemplados. En caso de descubrirse infracciones, la información recopilada se utiliza para emprender acciones de cumplimiento con el fin de garantizar que se pague la restitución a los trabajadores de los proyectos contemplados y que se les paguen los salarios adecuados en virtud de la Ley Davis-Bacon.

D. CONSECUENCIAS DE NO PROPORCIONAR INFORMACIÓN: La recopilación de información es voluntaria. Negarse a proporcionar la información no afectará su situación con su empleador ni con el gobierno. La negativa a proporcionar la información limitará la capacidad del HUD para determinar si se le pagaron los salarios adecuados en virtud de la Ley Davis-Bacon y limitará la capacidad del HUD para solicitar una restitución para usted en caso de que se descubra una infracción.

1a. Nombre del Proyecto			2a. Nombre del empleado		
1b. Número del Proyecto			2b. Número de teléfono del empleado (incluso prefijo local)		
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal		
			2d. ¿Verificación de identificación? Sí No		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	
				Vacaciones	Sí No
				Médicos	Sí No
				Pensión	Sí No
4c. ¿Talonario de paga? Sí No					
5. Clasificación(es) de su trabajo(s) (enumere todas) --- continuar en el bloque 18 si es necesario					
6. Sus deberes --- continuar en el bloque 18 si es necesario					
7. Herramientas o equipo usado --- continuar en el bloque 18 si es necesario					
8. ¿Es aprendiz? Sí No		10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales? Sí No			
9. ¿Le pagan todas las horas trabajadas? Sí No		11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga? Sí No			
12a. Firma del empleado			12b. Fecha		
13. Deberes observados por el entrevistador (Por favor sea específico.)					
14. Comentarios--- continuar en el bloque 18 si es necesario					
15a. Nombre del entrevistador (use letra de imprenta)		15b. Firma del entrevistador		15c. Fecha de la entrevista	

Examinación de Nómina

16. Comentarios --- continuar en el bloque 18 si es necesario	
17a. Firma del examinador de nómina	17b. Fecha

18. Comentarios adicionales

CONFIDENTIAL

§ 135.38 Section 3 Clause.

A. 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.

B. 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.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the 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.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations 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 the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the 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 the contractor's obligations under 24 CFR part 135.

F. 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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

[Browse Previous](#) | [Browse Next](#)

Project Managers

Please post payrolls to “Grantee Attachments” in WebGrants

Do not e-mail to State CDBG Staff. Do not attach to Request for Funds.

Contract: 14-0441 - Pipeline Improvement Project - 2013

Status: Underway

Program Area: Community Development Block Grants (CDBG)

Grantee Organization: Howell Town

Contract Components Alerts | View Contract | View Application

Component	
General Information	08/08/2013
Scope of Work	07/09/2013
Routing Slip	08/08/2013
Appropriations	07/09/2013
Budget	07/09/2013
Closeout Forms	
Request For Funds	08/29/2014
HUD Activities	05/05/2014
State Program Office Attachments	08/11/2014
Grantee Attachments	08/29/2014
Contract Attachments	
Tracking Sheet	05/15/2014
FFATA	07/09/2013
Environmental Reviews	09/27/2013
Contract Amendment	

Please scan construction payrolls and attach in “Grantee Attachments”

Attach File

You must enter a description. Please enter the “Week Ending __/__/____” so all weeks can be accounted for.

Upload File: No file chosen

You can attach the payrolls separately or several together if they are clearly labeled.

Attachments - Grant

Remove?	File Name	Description
	enviromental review record.pdf	ERR
	C.R.B. Underground.pdf	Howell Town C.R.B. Underground.pdf
	Golden Spike Automation.pdf	Howell Town Golden Spike Automation.pdf
	Mountain States Supplu.pdf	Howell Town Mountain State Supplu.pdf
	June 12, 2014.pdf	Brigham City Lab Report
	June 17, 2014.pdf	Brigham City Lab Report
	CRB Payroll #1.pdf	Week Ending 05/25/2014
	CRB Payroll #2.pdf	Week Ending 06/01/2014
	CRB Payroll #3.pdf	Week Ending 06/08/2014
	CRB Payroll #4.pdf	Week Ending 06/15/2014
	CRB Payroll #5.pdf	Week Ending 06/22/2014
	Braegger Payroll #1.pdf	Week Ending 05/25/2014
	Braegger Payroll #2.pdf	Week Ending 06/01/2014
	Braegger Payroll #3.pdf	Week Ending 06/08/2014
	Braegger Payroll #4.pdf	Week Ending 06/15/2014

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.


Indicate the days and dates of the pay period. (should match week ending directly above)

The prime contractor should include the project number as listed in the loan

The name and location of project.

Type the word "Final" when the last payroll is submitted for the project.

The prime contractor should include the project number as listed in the loan



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh-347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	GROSS AMOUNT EARNED	FICA	WITH HOLDING TAX	DEDUCTIONS	TOTAL DEDUCTIONS	NET WAGES FOR WEEK	
		Sun	Mon	Tue	Wed	Thur	Frid	Sat								
Alex Driver - ###	Power Equipment Operator Bull Dozer Group					2:00			2.00	\$62.83	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$1,374.03
						8:00	9:00	5:00	6:00	27.50	\$2,012.46					

List each worker's name.
Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the job classification located in the contract wage decision and/or the corresponding job title.

Specify the net amount paid to the employee for the pay

Specify the total overtime and straight time hours worked on the project.

Specify the gross earnings for the hours worked under the contract.

(For Contractors' Optional Use - See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Company Name: _____ ADDRESS: 385 West Drive, Madison, WI 53703 PROJECT OR CONTRACT NUMBER: 3000

FOR WEEK ENDING: 04/24/10 PROJECT AND LOCATION: Robin Street Apartment, Delafield WI 53018

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	(8) DEDUCTIONS			TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
		Sun	Mon	Tue	Wed	Thurs	Frid	Sat				WITHH.	FICA	STATE		
Alex Driver - ####	Power Equipment Operator Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$161.00			\$538.43	\$1,374.03	
Jason Worker - ####	General Laborer							4.00	\$47.20	\$1,702.78	\$136.06		\$47.71	\$1,233.07		
Shawn Worker - ####	Carpenter							1.50	\$60.19	\$1,004.80	\$121.00	\$128.35	\$47.19	\$1,406.18		
Roy Wrench - ####	Apprentice Carpenter 1st 6 mo. at 40%							4.00	\$32.72	\$1,064.72	\$85.18	\$90.50	\$26.62	\$757.01		
Bart Turner - ####	Plumber							4.00	\$67.88	\$1,004.80			\$307.71			
	Steamfitter							20.00	\$69.13	\$1,038.40	\$163.46	\$118.51	\$51.08	\$1,563.04		
	Power Equipment Operator Rotary Drill Group 4							20.00	\$34.41	\$2,043.20			\$480.16			
								24.00	\$60.80	\$719.28	\$115.45	\$142.48	\$35.98	\$415.93		
									\$29.97	\$1,439.20				\$1,023.27		

Public Burden Statement

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement or Mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information for compliance with the Davis-Bacon Act. Failure to comply with this requirement may result in the contractor being debarred from future Federal contracts and the contractor being liable for civil penalties.

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract. The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7. The gross wages earned on all projects, \$2,012.46, is entered in the

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) JOB IDENTIFYING NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2								2.00	\$62.83	\$1,422.84	\$61.00	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - ####	2	General Laborer								4.00	\$40.70	\$2,012.46	\$35.06	\$132.66	\$42.52	\$467.71	\$1,233.07		
Sharon Wood - ####	3	Carpenter								1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$47.19	\$481.31	\$1,406.18		
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%								40.00	\$32.72	\$1,064.72	\$85.18	\$105.41	\$26.62	\$307.71	\$757.01		
Roy Wrench - ####	5	Plumber								20.00	\$67.88	\$1,004.80	\$163.46	\$147.11	\$118.51	\$480.16	\$1,563.04		
Roy Wrench - ####	5	Steamfitter								20.00	\$69.13	\$1,038.40	\$115.41	\$142.48	\$35.98	\$415.53	\$1,023.27		
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4								24.00	\$60.80	\$719.28	\$115.41	\$142.48	\$35.98	\$415.53	\$1,023.27		

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.

PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347
Use this form to report to the collection of information unless it displays a currently valid OMB control number.

ADDRESS: 385 West Drive, Madison WI 53703

PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018

DATE: 1/24/2010

PROJECT OR CONTRACT NO.: 3000

DATE: 1/24/2010

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
		Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	State with Holding Tax	
Alex Driver - #####	Power Equipment Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$161.00	\$156.97	\$50.31	\$85.00	\$1,374.03
Jason Worker - #####	General Laborer							4.00	\$49.20	\$2,012.46	\$136.06	\$132.66	\$42.52		\$1,233.07
Sharon Wood- #####	Carpenter							40.00	\$60.19	\$1,887.49	\$151.00	\$128.35	\$47.19	\$481.31	\$1,406.18
Reggie Tree - #####	Apprentice Carpenter 1st 6 mo. at 40%							40.00	\$32.72	\$1,064.72	\$85.18	\$90.50	\$26.62	\$307.71	\$737.01
Roy Wrench - #####	Plumber							20.00	\$67.88	\$1,004.80	\$163.46	\$118.51	\$51.08	\$480.16	\$1,563.04
Roy Wrench - #####	Stearnfitter							20.00	\$69.13	\$1,038.40	\$163.46	\$147.11	\$51.08	\$480.16	\$1,563.04
Bart Turner - #####	Power Equipment Rotary Drill Group 4							24.00	\$60.80	\$2,043.20	\$115.14	\$122.33	\$35.98	\$415.93	\$1,023.27

While completion of Form WH-347 is required, the contractor is not required to file this form with the U.S. Department of Labor (DOL) or the U.S. Department of Health and Human Services (HHS) unless it is a contractor for a Federal contracting agency receiving this information to determine that employees have received legally required wages and fringe benefits.

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

Net Burden Statement

We estimate that is will take _____ hours, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, if you have any comments regarding this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Exhibit 10

NOTICE TO ALL CONTRACTORS

This is a federal project funded, in part, through the U.S Department of Housing and Urban Development (HUD). All workers on the job must be paid the wages outlined in the Davis Bacon Wage Decision included in the bid specifications and construction contract.

Only apprentices approved by the U.S Department of Labor are allowed to be paid less than the Davis-Bacon Wage decision issued for this project. See Item 4 of the HUD 4010 Form included in the construction contract. Contractors must produce documentation (see attached) for each approved apprentice.

Union Apprenticeship Cards -These cards are issued by unions and do not serve as documentation of U.S. Dept of Labor apprenticeship status.

State of Utah – Department of Commerce (DOPL) -This office only issues licenses (for a fee) to persons wishing to work as apprentices in the State of Utah. The license serves as permission to work in the State of Utah. This license is not nationally recognized by the Department of Labor as being "proof" that a worker is an bonafide apprentice. Contact Tracy Taylor (801) 530-6454, Division of Occupational and Professional Licensing (DOPL) for more information.

Office of Apprenticeship- This office serves as the ONLY registration agency in Utah for the approval of all registered apprenticeship programs that meet the standards and criteria of apprenticeship established by the US Secretary of Labor. There is no fee to register with this office. Workers registered with their sponsors (employers) through this office are nationally recognized by the U.S. Department of Labor as bona fide apprentices. Upon completion of the apprenticeship program, workers are issued a "Certificate of Completion of Apprenticeship". This certificate is recognized in all 50 states.

Pat Miller, Apprenticeship Training Representative
U.S. Department of Labor - Office of Apprenticeship
125 South State, Suite 2412
Salt Lake City, UT 84138
Phone: (801) 425-2211

E-mail: miller.patsy@dol.gov

CDBG Requirements - All contractors wishing to pay less than the Davis-Bacon Wage issued for the project must provide a "Sponsor Certificate" from the Office of Apprenticeship Training. This certificate is the documentation that the contractor's program is registered with the Office. Sponsors must also provide an "Apprenticeship Certification" (good for 90 days) for each apprentice on the job. Sponsors print these from their account on the RAPIDS site.

An Apprentice Wage Schedule for the apprentices on the project is also required and will indicate what percentage of the Davis-Bacon wage the contractor will be paying each apprentice. Contact the Office of Apprenticeship at (801) 425-2211 to obtain the forms needed to register.

Exhibit 11

CDBG Build America, Buy America (BABA) Act Acknowledgement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the Department of Workforce Services (DWS) that it understands the goods and services under this Agreement are being funded with federal monies and are subject to statutory requirements under the “Build America, Buy America” (BABA) Act.

BABA requires iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants:

- (a) the Contractor has reviewed and understands the Build America, Buy America Requirements;
- (b) all iron and steel, manufactured products, and construction materials used in the project will be or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved; and
- (c) the Contractor will provide, as may be requested by the Owner or DWS: (i) any further verified information, certification, or assurance of compliance with this acknowledgement; or (ii) information necessary to support a waiver of the Build America, Buy America Requirements.

Notwithstanding any other provision of this Agreement, the Contractor’s failure to comply with this acknowledgement shall entitle the Owner or DWS, or both, to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney fees) incurred by the Owner or DWS resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DWS or any damages owed to DWS by the Owner). If the Contractor has no direct contractual privity with DWS, as a lender or awardee to the Owner for the funding of the project, the Owner and the Contractor agree that DWS is a third-party beneficiary and neither this acknowledgement nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of DWS.

CONTRACTOR:

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Contractor’s Firm

Exhibit 12

CDBG Build America, Buy America (BABA) Act Clause

- A. The work to be performed under this contract is subject to the Build America, Buy America (BABA) Act requirements of the Infrastructure Investment and Jobs Act of 2021 (IIJA) (Pub. L. 117- 58, §§ 70901-70953). All iron, steel, manufactured products, and construction materials used in the project must be produced or manufactured in the United States, including all such materials installed by any subcontractors or suppliers for this project.
- B. The parties agree to comply with Office of Management and Budget (OMB) regulations in 2 CFR Chapter I, Part 184 and the related requirements in 2 CFR 200.322, which support implementation of BABA requirements for recipients of federal funds. The parties certify they are under no contractual or other impediment that would prevent them from complying.
- C. BABA requirements apply to all expenditures by a Federal agency to a non-federal entity for an infrastructure project. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. “Infrastructure” includes: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property (including housing). The generation, transportation, and distribution of energy, including electric vehicle charging facilities, are considered infrastructure. Private homes for personal use do not constitute an infrastructure project. “Construction materials” includes generally all raw materials used in construction that is or consists primarily of: metals other than iron/steel (non-ferrous metals); plastic and polymer-based pipe and tube (e.g., PVC pipe); glass; lumber; or drywall.

BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project. For example, BABA requirements would apply to the funds used to construct a library, but not to funds used to buy books or furniture for the library.

- D. All agreements for professional services related to projects that are subject to the BABA requirements under Title IX of the IIJA. While professional services are not subject to BABA, Grantee understands that it is responsible for ensuring that, absent a waiver by the Housing and Urban Development (HUD), no iron, steel, manufactured products, or construction materials shall be used for the project unless such materials have been produced or manufactured in the United States.

Grantee shall obtain all necessary compliance certificates for work that is within Grantee's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by OMB's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- E. A Federal financial assistance program for infrastructure is a program in which funds are used for an infrastructure project, regardless of whether infrastructure is the primary purpose of an award. BABA requirements only apply to infrastructure portions of an award and apply even if Federal funds are not paying for the entire project.

- F. With the concurrence of the Made in America Office, HUD may waive the application of a Buy America preference if:
 - a. One or more iron or steel items, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a nonavailability waiver);
 - b. The inclusion of one or more iron or steel items, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver); or
 - c. Applying the domestic content procurement preference for one or more iron or steel items, manufactured products, or construction materials would be inconsistent with the public interest (a public interest waiver). Public interest waivers are the most flexible type of waiver, but, like all waivers, must be necessary and appropriately justified.

- G. Noncompliance may result in sanctions, repayment, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION I – MONITORING

1. Project Monitoring

It is the State’s responsibility to ensure, to the greatest extent possible, that all CDBG projects are carried out in accordance with all program regulations and other federal requirements. State staff will work with each grantee throughout the life of the project to assist them through the process.

When the project is 90 percent complete, project managers should notify their CDBG staff person. The final 5-10 percent of each grant will be withheld until state monitoring has occurred. All applicants are assigned an internal DWS ‘Risk Level’ before contracting that is used to determine the level of monitoring and the percent of the grant to be held from reimbursement until Monitoring is complete. This assessment will take into account a grantee’s prior performance in any HCD/DWS grant management.

2. Monitoring Checklists:

CDBG Project Monitoring Checklist (all construction projects)	pg. 2
Mid-Point Monitoring Checklist	pg. 4
Project-Specific Monitoring Checklists	
Civil Rights (all projects)	pg. 5
Acquisition	pg. 6
Equipment Acquisition	pg. 7
Single Family Housing Rehabilitation	pg. 9
Homebuyer Assistance Monitoring Checklist.....	pg. 10
AOG (Planning) Monitoring Checklist.....	pg. 11
AOG (Admin) Monitoring Checklist	pg.12
Claims for Reimbursement Checklist	pg. 13

CDBG MONITORING CHECKLIST
(Required for ALL Projects)

GRANTEE: _____ SUB-RECIPIENT _____ CONTRACT: _____

MONITORING DATE: _____ DESK AUDIT: ON SITE:

This checklist is provided as a courtesy to help grantees prepare for the CDBG monitoring process. All projects will be monitored for program compliance. This monitoring is not an audit. It is performed to assist grantees in making sure that they are maintaining all the required state and federal documentation, and that the completed project has met the requirements of the CDBG program. The CDBG grant is a public record. The general public may request access to grant files. It is important to maintain project records for a minimum of 5 years after grant close-out.

APPLICATION FILE – (CDBG Pre-Application Checklist, CDBG Contract Preparation Checklist)

- CDBG application, Two notices of public hearings to document grant application and award, and minutes from those public hearings
- Income survey sheets, tabulations, and survey instrument. N/A Pre-Approved Hsg Rehab
- Commitment letters from non CDBG funding sources or other funding verification N/A
- Residential Anti-Dislocation Plan resolution adopted by jurisdiction and in WebGrants

CONTRACT FILE - (Online in WebGrants/Copies in Grantee's hard file)

- CDBG Contract between State and jurisdiction.
- Cooperative agreement between jurisdiction & sub-recipient (non-profit) N/A
- Any contract amendments that were added to the original contract. N/A
- Purchasing Policy and Procedure
- Procurement Process met the intent of 2 CFR 200
- Before and After Pictures, if applicable
- Monitoring Exception Letter for medium or high risk contracts

ENGINEER/ARCHITECT FILE

- Contract between engineer/architect and jurisdiction (if funded with CDBG) N/A

ADMIN/FINANCIAL (REQUEST FOR FUNDS) – (Online in WebGrants/Copies in Grantee's hard file)

- Verification of admin costs (time sheets, invoices, etc.) How are wages determined? N/A This is required if CDBG funds are paying for such expenses.
- Indirect costs part of claims – is there a cost allocation or NICRA determination on the Org's homepage
- Request For Funds (RFF) (claims) and contractor invoices or other documentation
- Proof of Electronic Fund Transfer (EFT) or Bank Statement showing deposit of State Funds

- Certification of Expenditures signed/submitted by Mayor or County Commissioner
- Funds spent and claimed within original or amended period of performance?
- Closeout Form Submitted**
- Amount remaining**

ENVIRONMENTAL FILE – (Online in WebGrants/Original documents in Grantee's hard file)

- Environmental Certifying Officer (ECO) Resolution (identifies another RE besides elected official) N/A
- Environmental Review Record (ERR) AND applicability to the SOW completion vs application
- Public notices (FONSI) and Request for Release of Funds and Certification for E.A, types. N/A
- Environmental clearance letter signed by State CDBG Office.

CONSTRUCTION & LABOR FILE Non-Construction Project

- Davis Bacon wage rate decision on file?
- Contractor eligibility approval letter from CDBG labor specialist on file?
- Proof of bid notification to section 3/MBEWBE
- Proof of contract bid advertising on file?
- Bid tabulation documentation on file? _____ Bid opening date _____
- Contract award date (date contract between jurisdiction and contractor is signed) _____
- Pre-construction meeting date _____ Minutes on file? _____
- Contract between jurisdiction and contractor (must include Davis Bacon General Wage Decision, HUD Form 4010-Federal Labor Standard Provisions, Section 3 Clause for Construction (if applicable) and an Equal Employment Opportunity statement). Any Change Orders, including amounts.
- Grantee monitored for Section 3 compliance:
- Section 3 Business Concern Forms submitted by contractor and subs
- Section 3 workers' hours forms submitted, or a statement saying they have none. Reportable hours recorded and documented for Julie/IDIS and for CAPER
- ALL Weekly payroll forms from general contractor and ALL sub-contractors numbered sequentially, signed by contractor, and **checked for accuracy (compared to wage decision) by grantee.**
- Contractor employee interviews of various trades, including all laborers and at least 10% of the workforce.
- "No New Hires" Certification. A simple statement on contractor's letterhead is required if no new employees were hired by the general contractor or any of the subs to complete the project.
- Documentation of any new employees hired to complete project, if applicable. N/A
- Before and after pictures verify project completion to the agreed upon scope
- Pictures of Division of Labor Posters with Davis Bacon Wages on project/construction worksite.

RESPONSIVENESS AND CAPACITY RATING – This score is to take into account a grantee's prior performance in CDBG grant management to inform a future score.

- a. Project manager consistency (1 point) – Project was appropriately managed by applicant's PM on previous grants
- b. Communication with state staff (1 point) - Rate level of communication with agency using email history and/or annotations in WG
- c. Project completed in contract period (1 point) - How many claims submitted depending on type of project
- d. Compliance with regulations/laws (1 point) - Rate level of completeness in agency's efforts to provide all requirements without follow-up requests
- e. Project management documents in WebGrants (1 point) – Accurate documentation was provided in a timely manner for WG submissions

WAS CONTRACT PERFORMANCE SATISFACTORY OR UNSATISFACTORY

Please Describe:

GRANTEE CIVIL RIGHTS / EEO / Fair Housing POLICIES REVIEWED Yes No N/A

Monitored by: _____ **Reviewed by:** _____

Outcome Review: What was in Scope vs accomplished?

CDBG MIDPOINT MONITORING CHECKLIST
(Required for ALL Projects)

GRANTEE: _____ SUB-RECIPIENT _____ CONTRACT: _____

MONITORING DATE: _____ DESK AUDIT: ON SITE:

This checklist is provided as a courtesy to help grantees prepare for the CDBG monitoring process. All projects will be monitored at the midpoint for program compliance. This monitoring is not an audit. It is performed to assist grantees in making sure that they are maintaining all the required state and federal documentation, and that the completed project has met the requirements of the CDBG program. The CDBG grant is a public record. The general public may request access to grant files by submitting a request for information from DWS by contacting the GRAMMA specialist at infodisclosure@utah.gov. It is important to maintain project records for a minimum of 5 years after grant close-out.

- ERR completed and matches the scope of work contracted for
- Certification of Expenditures if monies have been spent
- Contract Executed with grant recipient
- Claim Checklist entered in with each claim

IS MIDPOINT CONTRACT PERFORMANCE SATISFACTORY OR UNSATISFACTORY

Please describe what was done if unsatisfactory:

Monitored by: _____ Reviewed by: _____

Midpoint Outcome Review: What was in Scope vs accomplished?

EQUAL OPPORTUNITY & CIVIL RIGHTS COMPLIANCE
(Required for ALL Projects)

CDBG Grantee: _____

Date of Review: _____

In order to comply with HUD's Fair Housing & Equal Opportunity (FHEO) requirements, the following checklist is provided to grantees. A review of your organization's civil right policies and procedures has indicated that there are some deficiencies that should be addressed.

At first glance, this list may seem overwhelming, especially to the small community. However, most of these requirements are not difficult to meet. As a service to our grantees, sample templates for these items can be found in the CDBG Handbook. Electronic versions will be provided upon request to make the process easier.

NOTE: While not a condition for CDBG funding, additional points will be awarded through the CDBG application rating and ranking process to those organizations that have made efforts to address these requirements.

- Equal Employment Opportunity Employer (EEOE) Non-Discrimination Information
- Equal Opportunity (EEO) Statement
- Section 504/ADA Notice (for letterhead and other publications)
- ADA Checklist for Readily Achievable Barrier Removal
- Section 504 and ADA Effective Communication Policy
- Language Access Plan
- Section 504 Grievance Procedure
- Reasonable Accommodation Policy
- Reasonable Accommodation Request Tracking System

ACQUISITION PROJECT MONITORING CHECKLIST

(Revised 02/21)

CDBG Grantee: _____

Contract # _____

Date: _____

Project Description: _____

	Yes	No
General information		
Is the acquisition exempt per 49 CFR 24.101(b)(1)?		
Is a copy of the "Notice of Exemption" in the file?		
If the property was donated, is there evidence the owner has been informed of his rights?		
Preliminary Acquisition Notice		
Is a copy of the notice in the file?		
Is there evidence of receipt?		
Appraisal		
Is a copy of the appraisal in the file?		
Was a qualified independent appraiser utilized?		
Is there evidence the owner was invited to accompany the appraiser?		
Is there evidence of receipt of the appraisal?		
Was a review appraisal performed?		
Written Purchase Offer		
Is a copy of the written purchase offer in the file?		
Was the offer issued promptly after the appraisal?		
Is a statement of the basis for determining the offer for the property included in the offer?		
Are copies of any counter-offers from the property owner included in the file?		
If the grantee determined not to purchase, is there a notice and evidence of receipt?		
Purchase and Payment		
Is a copy of all required purchase documentation in the file (deed, title evidence, etc.)?		
Is a statement of the closing costs in the file?		
Is the proof of payment in the file?		
Was the payment timely?		
Is there proof of recording of the deed in the file?		
Rental Agreement		
If a tenant occupies the property acquired, is the rental at fair market value?		
Appeals		
Is a copy of any payment for incidental expenses or certain litigation expenses in the file?		
Is there a record describing the determination and disposition of any appeal in the file?		

WAS CONTRACT PERFORMANCE SATISFACTORY OR UNSATISFACTORY

**VEHICLE/EQUIPMENT PURCHASE MONITORING CHECKLIST
(02/2024)**

Grantee: _____ **Contract Amount:** _____

Contract # _____ **Program Year** _____

1. What equipment was purchased? _____
2. How was the vendor chosen? _____

3. Where is equipment located?

4. Has the equipment serial/VIN number been recorded on grantee's Fixed Assets Inventory?

a. Yes ___ No ___ N/A ___ If N/A, Why? _____

b. Serial Number _____

c. VIN Number _____

5. Does the SN # or VIN # match the invoice? Yes ___ No ___

Note:: The CDBG office must be contacted prior to the sale of any equipment valued at more than \$5,000.

APPLICATION FILE – (CDBG Pre-Application Checklist, CDBG Contract Preparation Checklist)

- CDBG application, Two notices of public hearings to document grant application and award, and minutes from those public hearings
- Income survey sheets, tabulations, and survey instrument. N/A Pre-Approved Hsg Rehab
- Commitment letters from non CDBG funding sources or other funding verification N/A
- Residential Anti-Dislocation Plan resolution adopted by jurisdiction and in WebGrants

CONTRACT FILE - (Online in WebGrants/Copies in Grantee's hard file)

- CDBG Contract between State and jurisdiction.
- Cooperative agreement between jurisdiction & sub-recipient (non-profit) N/A
- Any contract amendments that were added to the original contract. N/A
- Purchasing Policy and Procedure
- Procurement Process met the intent of 2 CFR 200
- Before and After Pictures, if applicable
- Monitoring Exception Letter for medium or high risk contracts

ADMIN/FINANCIAL (REQUEST FOR FUNDS) – (Online in WebGrants/Copies in Grantee's hard file)

- Verification of admin costs (time sheets, invoices, etc.) How are wages determined? N/A This is required if CDBG funds are paying for such expenses.
- Indirect costs part of claims – is there a cost allocation or NICRA determination on the Org's homepage
- Request For Funds (RFF) (claims) and contractor invoices or other documentation
- Proof of Electronic Fund Transfer (EFT) or Bank Statement showing deposit of State Funds
- Certification of Expenditures signed/submitted by Mayor or County Commissioner

- Funds spent and claimed within original or amended period of performance?
- Closeout Form Submitted
- Amount remaining:** _____

ENVIRONMENTAL FILE – (Online in WebGrants/Original documents in Grantee’s hard file)

- Environmental Certifying Officer (ECO) Resolution (identifies another RE besides elected official) N/A
- Environmental Review Record (ERR) AND applicability to the SOW completion vs application
- Public notices (FONSI) and Request for Release of Funds and Certification for E.A, types. N/A
- Environmental clearance letter signed by State CDBG Office.

RESPONSIVENESS AND CAPACITY RATING – This score is to take into account a grantee’s prior performance in CDBG grant management to inform a future score.

- f. Project manager consistency (1 point) – Project was appropriately managed by applicant’s PM on previous grants
- g. Communication with state staff (1 point) - Rate level of communication with agency using email history and/or annotations in WG
- h. Project completed in contract period (1 point) - How many claims submitted depending on type of project
- i. Compliance with regulations/laws (1 point) - Rate level of completeness in agency’s efforts to provide all requirements without follow-up requests
- j. Project management documents in WebGrants (1 point) – Accurate documentation was provided in a timely manner for WG submission.

Monitored by: _____

Date: _____

WAS CONTRACT PERFORMANCE SATISFACTORY **OR UNSATISFACTORY**

How satisfactory or unsatisfactory was determined & outcome review:

SINGLE FAMILY HOUSING REHABILITATION MONITORING CHECKLIST
(Revised 02/21)

AOG: _____ **Contract #:** _____ **Program Year:** _____

Homeowner: _____ **Address:** _____ **City:** _____

	Yes	No
Did homeowner complete a Single Family Housing Rehab application?		
Does the application identify:		
Location of project?		
Description of the work to be performed?		
Cost estimate?		
Accurate race and ethnicity data?		
Gender?		
Disability?		
Does it document the applicant's eligibility for the AOG Rehabilitation Program?		
How was homeowner income verified?		
Social Security Statements Unemployment Two month's pay stubs		
Tax Forms Other:		
Is supporting documentation of homeowner income in the application file?		
Were the most current HUD income limits used?		
Is there proof of home ownership in the application file?		
What, if any, restrictions are there regarding re-payment of grant if home is sold?		
Has an Environmental Review Record (ERR) been approved for this project?		
Is the ERR kept in the application file?		
Has the AOG documented Lead Based Paint compliance, if applicable?		
How was the contractor chosen? (Bid process? Other?)		
Was the contractor's eligibility verified and documented?		
Was the contractor's contract compared with work description prior to award?		
Is there documentation of contract award date, construction start and completion?		
Was a final inspection completed when the work was finished?		
Was the final inspection made with the homeowner or designated representative?		
Was the work performed in accordance with all codes?		
Did the homeowner sign off on the work done?		
Was the homeowner aware of the procedures in place if the work was not satisfactory?		
Does the file contain copies of all invoices and checks?		
WAS CONTRACT PERFORMANCE SATISFACTORY <input type="checkbox"/> OR UNSATISFACTORY <input type="checkbox"/> Please Describe: Outcome Review: (What was accomplished?)		

HOMEBUYER ASSISTANCE MONITORING CHECKLIST
(Revised 02/21)

	Name	Family Size	Income & Documentation	Grant Amount	URA Notice?	Race	Hispanic	# of Disabled Persons
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								

**WAS CONTRACT PERFORMANCE SATISFACTORY OR UNSATISFACTORY Please Describe:
 Outcome Review: (What was accomplished?)**

Date:

Monitored By:

CDBG MONITORING CHECKLIST
AOG Annual Admin & Planning

GRANTEE: _____ Name of AOG Rep _____ CONTRACT #: _____

MONITORING DATE: _____ DESK AUDIT: ON SITE:

This checklist is provided as a courtesy to help AOG's prepare for the CDBG monitoring process. All Admin & Planning grants will be monitored for program compliance. This monitoring is not an audit. It is performed to assist AOGs in making sure that they are maintaining all the required state and federal documentation, and that the completed project has met the requirements of the CDBG program. The CDBG grant is a public record. HUD may request access to grant files to perform their own audit of CDBG funds. It is important to maintain project records for a minimum of 5 years after grant close-out.

APPLICATION FILE – (Online in WebGrants/Copies in Grantee’s hard file)

- Two notices of public hearings to document grant application and award, and minutes from those public hearings
- For Planning Grants Only - Income survey sheets, or LMI Docs or Pre-Approved
- Scope of Work
- Current Community Improvement Plan (prior year)
- Residential Anti-Dislocation Plan resolution adopted by jurisdiction and in WebGrants on the Organization record
- CDBG Contract between State and jurisdiction.
- RACF-1 and Non-Disclosure forms in I:\HCD\CDBG\Application Policies & Procedures Books\WebGrantsAOG3rdPartyAccess

CLAIM/REIMBURSEMENT FILES – (Online in WebGrants/Copies in Grantee’s hard file)

- Time Effort Documentation
- Other Administrative Charges
- Progress Summary of Activities in SOW
- Affordable Housing Plan – Community Updates

CLOSEOUT/MONITORING FILE – (Online in WebGrants/Copies in Grantee’s hard file)

*WG closeout form not required for CDBG Admin/Planning grant

- Updates to Community Improvement Plan
- Current Fair Housing Act, Civil Rights, and Grievance Policies
- Date of last review with AOG Board
- Cooperative agreement between jurisdiction & sub-recipient non-profit, if applicable
- Certification of Expenditures signed by Representing Elected Official & Acknowledgement of outstanding balance, if applicable

Description of how AOG continues supporting systems for ensuring program compliance:

- HOW DID the AOG provide local officials and citizens with information about the program, gather input and consider improvements (24 CFR 570.431, 24 CFR 570.486)
- HOW DID the AOG recruit and assist eligible communities to develop appropriate project scopes and applications.
- HOW many organizations received an award vs. how many began an application
- Did AOG R&R records match scores? Did R&R award full allocation?
- HOW DID the AOG complete requests for information, and participate in statewide program improvement initiatives?

Monitored by: _____ Reviewed by: _____

WAS CONTRACT PERFORMANCE SATISFACTORY OR UNSATISFACTORY Please Describe:

Outcome Review: (What was accomplished?)

CDBG MONITORING CHECKLIST
AOG Planning Only

GRANTEE: _____ Name of AOG Rep _____ CONTRACT #: _____

MONITORING DATE: _____ DESK AUDIT: ON SITE:

WAS CONTRACT PERFORMANCE SATISFACTORY OR UNSATISFACTORY Please Describe:

This checklist is provided as a courtesy to help AOG's prepare for the CDBG monitoring process. All AOG Planning grants will be monitored for program compliance. This monitoring is not an audit. It is performed to assist AOGs in making sure that they are maintaining all the required state and federal documentation, and that the completed project has met the requirements of the CDBG program. The CDBG grant is a public record. HUD may request access to grant files to perform their own audit of CDBG funds. It is important to maintain project records for a minimum of 5 years after grant close-out.

APPLICATION FILE – in WebGrants

- Two notices of public hearings to document grant application and award, and minutes from those public hearings
- For Planning Grants Only - Income survey sheets, or LMI Docs or Pre-Approved community list.
- Scope of Work
- Current Community Improvement Plan (prior year)
- Residential Anti-Dislocation Plan resolution adopted by jurisdiction and in WebGrants on the Organization record
- CDBG Contract between State and jurisdiction.

CLAIM/REIMBURSEMENT FILES – in WebGrants

- Time Effort Documentation
- Other Administrative Charges
- Progress Summary of Activities in SOW or indicated on HCD “One Report”
- Affordable Housing Plan – Community Updates

CLOSEOUT/MONITORING FILE – in WebGrants

*WG closeout form will be required for Planning Only grant

- Updates to Community Improvement Plan
- Current Fair Housing Act, Civil Rights, and Grievance Policies
- Date of last review with AOG Board
- Cooperative agreement between jurisdiction & sub-recipient non-profit, if applicable
- Certification of Expenditures signed by Representing Elected Official & Acknowledgement of outstanding balance, if applicable

Description of how AOG continues supporting systems for ensuring program compliance:

- HOW DID the AOG complete requests for information, and participate in statewide program improvement initiatives?

Monitored by: _____ **Reviewed by:** _____

Outcome Review: (What was accomplished?)

REQUEST FOR FUNDS – CLAIMS CHECKLIST
Evidence Online in WebGrants/Copies in Grantee’s hard file

- ❑ Reporting period _____
- ❑ Compare the reporting period with the invoices and/or other backup documentation.
- ❑ First and Last Claims are the most important to ensure alignment with regulations. If last claim check if the closeout form has been submitted.
- ❑ If this is a last claim, what was the risk score, reflected on Google Doc- PY Grant/Contract tracking sheet or the PARA smartsheet, and is there a retainage that needs to be applied until monitoring is done. If so, edit the claim and continue with the review.
- ❑ Review the contract Scope of Work to ensure applicable activities align with expenditures being requested. If claim reflects activities outside scope, look for evidence of change requests submitted and approved (amendment).
- ❑ Review the budget vs the expenditures, note any overage in Webgrants (in parenthesis) of line items. This may indicate a need for budget revision which must be done before we pay the claim.
- ❑ Verification of admin costs, if applicable (time sheets, invoices, etc.) How are wages determined? Or N/A (staff costs are generally only on AOG contracts).
- ❑ Request For Funds (RFF/Claims) and contractor invoices or other documentation show incurred costs. We will never pay off of quote documentation.
- ❑ The Comment Section of the claim is complete with notation and, if applicable, the % of the project completion.
- ❑ Claim amount is rounded to the nearest dollar

DATE:

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[Lined area for notes]

SECTION J—GRANT CLOSEOUT

1. Overview

The CDBG grant closeout process takes place when:

- a. The project is complete,
- b. State CDBG staff has monitored the project (CDBG Handbook Section I), and
- c. All of the CDBG funds have been spent by the grantee. Unspent funds will be re-allocated.

The Closeout Form in WebGrants consists of the completion of a short final report that documents what was accomplished, the leveraged funds involved and who actually benefited from the project.

2 CFR 200 states the recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

All grantees are required to complete a WebGrants Closeout Form in order to demonstrate compliance with the CDBG program regulations and goals. AOG Admin and Planning contracts do not need to complete a Closeout Form. Refer to **Exhibit 2** Closeout Form Webgrants screenshots at the end of this section. The project manager should complete the Closeout Form since he/she has firsthand knowledge of what actually took place during the project. When the Closeout form is accepted by the state CDBG staff and all monitoring items have been addressed, the project is complete and the Grantee will receive a Grant Monitoring Exit Letter.

2. Disposition of Equipment Purchased with CDBG Funds 2 CFR 200.313

When original or replacement equipment acquired under a CDBG grant is no longer needed for the original project or program, or for other activities currently or previously supported by a federal agency, disposition will be as follows:

- a. Equipment with a current fair market value in excess of \$5,000 may be retained or sold and the State shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- b. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained or sold or otherwise disposed of with no further obligation to the awarding agency.
- c. In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess disposition actions.

3. Grantee Closeout Responsibilities

The Grantee shall:

- a. Refund any disallowed CDBG funds to the State.
- b. Submit the Closeout Report within 30 days along with any outstanding reports/documentation requested in the state monitoring letter (see instructions on next page).
- c. Sign and submit *Certification of Expenditures* document in the WebGrants Closeout Form.
- d. Retain project records for a minimum of five years after the grant is closed.

EXHIBIT 1

Certification of Expenditures

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, 2 CFR 200.415 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) §200.415 requires the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity.

Federal Program: _____

Contract Number: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Furthermore, by typing my name below, I also certify that I am legally authorized to bind the organization, and that this is my electronic signature.

By: _____

Signature (Type)

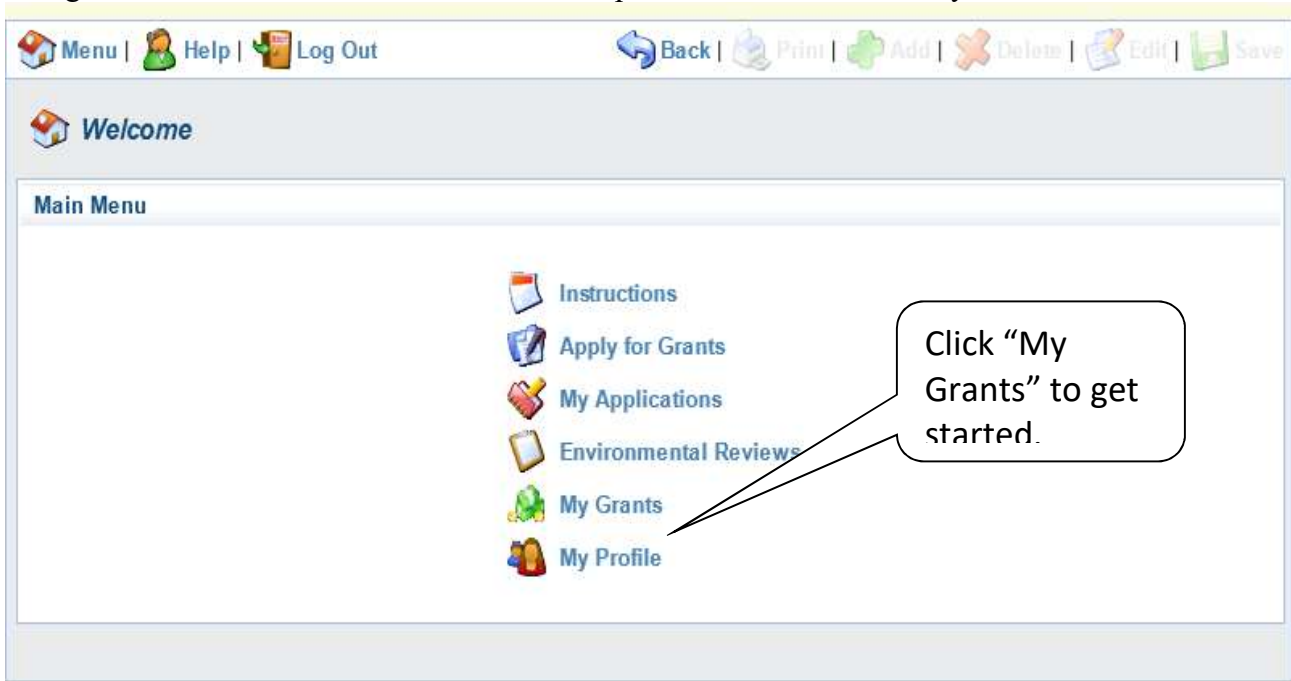
Title

Organization

Date: _____

EXHIBIT 2 Completing Closeout Form in WebGrants

1. Log into WebGrants, and at the main menu, open the contract under “My Grants.”



2. Choose grant/contract to close out.

Grant Tracking

Current Grants

Grants in the status Underway or Suspended appear on this list. To view all grants, click the [Grants link](#).

ID	Status	Year	Project Title	Program Area
test2022CDBG	Underway	2022	SarahSecondFinal	Community Development Block Grant
192863	Underway	2022	Rodeo Arena Construction	Community Development Block Grant
192676	Underway	2022	Final test - Sarah	Community Development Block Grant
T-test21	Underway	2021	SM Test	Community Development Block Grant
192595	Underway	2021	SarahTest	Community Development Block Grant
T-21test	Underway	2020	Test Grant - Cheryl Brown	Community Development Block Grant

A callout box with a pointer to the 'SarahSecondFinal' project title in the table contains the text: 'Click the project title to open the grant.'

3. On the Grant Components of Grant Tracking, Click “Closeout Form”.

Grant Components	
	Component
General Information	
Budget	
Claims for Reimbursement	
Closeout Form	
Contract Amendment	
Finance Attachments	
Grantee Attachments	
Scope of Work	
State Program Office Attachments	
Opportunity	
Application	

Click "Closeout Forms" to create new report.

- Click "Add" button to start a new Closeout Form, or click on "ID" to open and continue (or correct) a current one in progress.

Menu |
 Help |
 Log Out

 Back |
 Print |
 Add |
 Delete |
 Edit |
 Save

Grant Tracking

Grant: 192676 - Final test - Sarah - 2022

Status: Underway

Program Area: Community Development Block Grant

Grantee Organization: Webgrants Testing Station

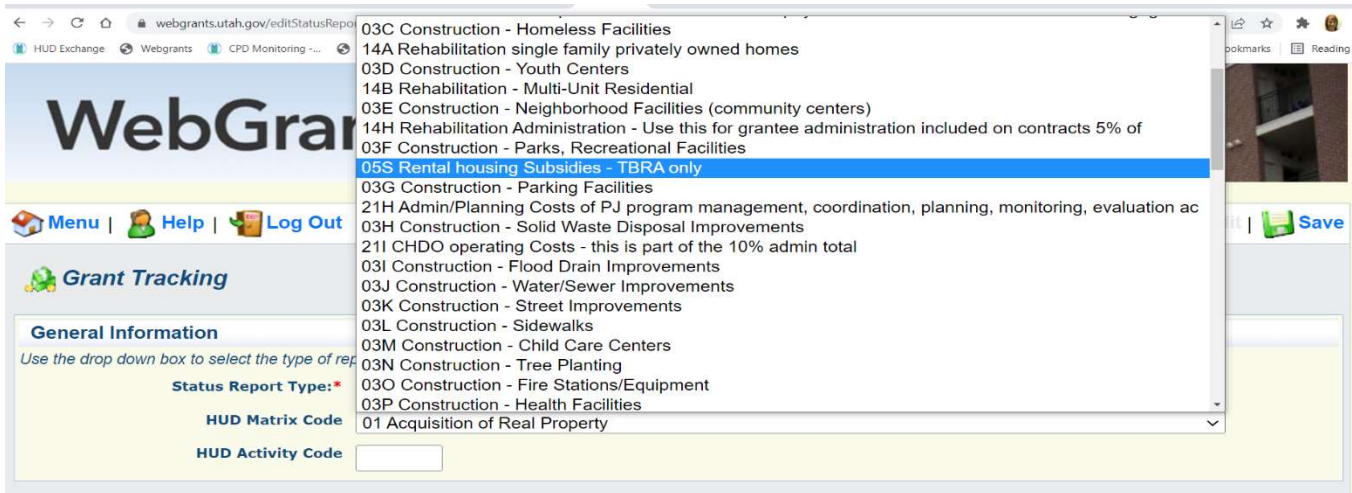
Program Officer: Nicole Kerr

[Copy Existing Status Report](#) |
 [Return to Components](#)

ID	Type	Date From-To	Due Date	Submitted Date	Arrived?	Status
192676 - 01	Closeout Form	-			-	Editing
192676 - 02	Closeout Form	-			-	Editing
192676 - 03	Closeout Form	-		12/13/2021	-	Submitted

Click "Add."

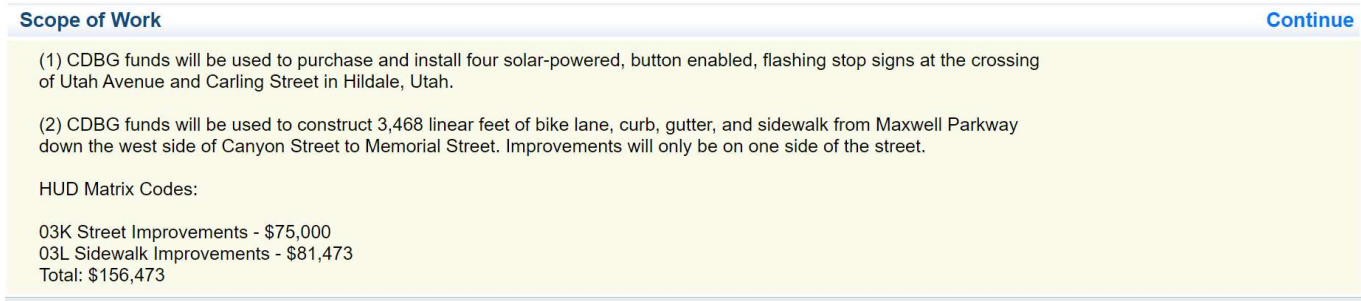
- A separate Closeout Form is required for each activity related to the grant/project. Complete one Closeout Form and then go back to start the steps again for the other activities.



6. If you aren't sure what Activity you are reporting on, use the "Back" button on the upper right task bar, and go back to Grant Components. The HUD Activity is on the Scope of Work page:



7. If there are multiple HUD Matrix Codes listed, complete a closeout form for each activity. After making note of the activities in your project, click "Continue" on the upper right hand corner of the section.



NOTE: No Closeout Form is required for administration activities.

Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Status Report

General Information Continue

Hud Activity: 1234 - 030 Fire Stations/Equipment

Period Covered by Report: 07/01/2011 From to 04/20/2012

Click "Continue" to move to the next page.

First, enter the date the project began and when it was finished in the "From" and "To" date fields.

ALL component pages have "Edit" on the upper left, use it if there are any corrections needed.

- As each component is completed, a ✓ mark appears indicating that the item has been completed. Next, click "Activity Data"

Components		Preview Submit
<i>Complete each component of the status report and mark it as complete. Click Submit when you are done.</i>		
Name	Complete?	Last Edited
General Information	✓	11/08/2021
Activity Data		
Leveraged Funds		
Activity Description		
Project Beneficiaries		
Job Creation		
Housing Rehabilitation		
Attach Signed Closeout Form Here		

Click "Activity Data"

- Choose the reporting type. Most all projects will be "People" unless the project is building new housing, or providing Housing Assistance.

Status Report: 192676 - 04

Grant: [192676-Final test - Sarah](#)

Status: Editing

Program Area: Community Development Block Grant

Grantee Organization: Webgrants Testing Station

Program Officer: Nicole Kerr

Activity Data

Unit Type*

Beneficiaries

This is a direct beneficiary activity Yes No

Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic
 Hispanic

[Return to T](#)

10. Mark “Yes” to “Direct Beneficiaries - Grantee must complete information on Beneficiary type and include demographics:

Unit Type*

Beneficiaries

This is a direct beneficiary activity Yes No

American Indian or Alaska Native Hispanic

Asian Hispanic

Black or African American Hispanic

Native Hawaiian or Other Pacific Islander Hispanic

White Hispanic

American Indian or Alaska Native and White Hispanic

Asian and White Hispanic

Black or African American and White Hispanic

American Indian or Alaska Native and Black or African American Hispanic

Other Hispanic

11. The “Activity Data” screen can be tricky with racial and ethnic numbers. The place to start is the

CDBG application. Before the grant was approved, it was awarded points based (in part) on the number of “people” or “households” served by the project, or how many “housing units” were created/rehabbed. When entering the number of beneficiaries, it is important to choose the correct “Unit Type.”

- Complete all fields of the Activity Data. Use the “Return to Top” link to get quickly to the “Save” button.

Be sure to “Mark as Complete”

- Click “Leveraged Funds” and enter the anticipated total project cost from the application. Then, include the CDBG, and ALL other sources of funds that contributed to the project.

Fund Source	Total Amount by Source	Percent of Activity
State CDBG Funds	\$200,000.00	71.43%
Other State Funds	\$0.00	0%
County Funds	\$0.00	0%
City/Town Funds	\$80,000.00	28.57%
Federal Funds	\$0.00	0%
Other Funds	\$0.00	0%
Totals	\$280,000.00	

- The next screen displays each funding source as a percentage of the project’s total cost. Remember to “Mark as Complete”.
- Open the next component by clicking “Activity Description”.

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Components		Preview	Submit
Name	Complete?	Last Edited	
General Information	✓	04/11/2012	
Activity Data	✓	04/12/2012	
Leveraged Funds	✓	04/12/2012	
Activity Description	Attachments (0)		
Project Beneficiaries	Attachments (0)		

Click "Activity Description."

16. Enter a description of the outcome/accomplishments of the project and then click "Save"

Activity Description

Describe the Activity in quantifiable terms. (Example: 1400 feet of water line installed, constructed 2500 sq ft. senior center, etc.) Describe how it benefited the individuals/community.

What was accomplished?*

[Return to Top](#)

17. Click "Project Beneficiaries."

Components		Preview	Submit
Name	Complete?	Last Edited	
General Information	✓	02/28/2022	
Activity Data	✓	02/28/2022	
Leveraged Funds	✓	02/28/2022	
Activity Description	✓	02/28/2022	
Project Beneficiaries			
Job Creation			
Housing Rehabilitation			
Attach Signed Closeout Form Here			

Click "Project Beneficiaries."

18. In this component, the number of "Persons," "Households," and "Housing Units" is broken out by income level. This data can be found in the income survey conducted by the jurisdiction (or from the housing rehab application given to each applicant). **Note:** For projects benefiting seniors, 51% of the people are presumed to be at or below 80% AMI. Do NOT enter 100%.

Slum/Blight or Urgent Need Activity?

Slum/Blight or Urgent Need Activity? * Yes No

B. # of Very Low Income Beneficiaries (30% of AMI)

C. # of Low Income Beneficiaries (50% of AMI)

D. # of Moderate Income Beneficiaries (80% of AMI)

E. # of Non-LMI Beneficiaries

Please indicate where you obtained the above statistical information:

19. The system will automatically calculate the percentage of LMI persons/households/housing units benefiting from the project. Click “Save”.

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Project Beneficiaries by Income Level		Continue
	Income Level	Total Beneficiaries
A	Total # of Project Beneficiaries/Units (From Activity Data component)	658
B	# of Very Low Income Beneficiaries/Units (30% of AMI)	95
C	# of Low Income Beneficiaries/Units (50% of AMI)	183
D	# of Moderate Income Beneficiaries/Units (80% of AMI)	167
E	# of Non-LMI Beneficiary Units	213
F	% of Low or Moderate Income Beneficiaries/Units Served	68%

Please indicate where you obtained the above statistical information: City wide income survey was completed Nov 2010.

Click “Continue.”

20. With all the ✓ marks in place, the Closeout Form is complete. Click “Preview” to print a copy for the project file. Click “Submit” to send the form electronically to the State. Remember to complete another Closeout Form if there is more than one activity associated with the project.

21. Choose Job Creation

Components

Complete each component of the status

General Information

Activity Data

Leveraged Funds

Activity Description

Project Beneficiaries

Job Creation

Housing Rehabilitation

Attach Certification of Expenditures

And indicate if there were any NEW jobs created for this project. PLEASE pay attention to the instructions:

Job Creation

If this project prompted the creation of new, permanent jobs for the company, indicate how many jobs were created. Do not count temporary hires, or current employees in this form.

Construction project?* Yes No

Contract Year

Number of Workers

22. The next and last component is Housing Rehabilitation. If you are not an AOG, open this and mark “No”, “Mark as Complete” and move to the “Attach Certification of Expenditures”. The Instructions say: Attach the template of the form found at <https://jobs.utah.gov/housing/community/cdbg/publications.html> and SIGNED BY THE ELECTED OFFICIAL.
23. Download the template from the website, complete the information, and obtain a signature from the responsible Elected Official of the Grantee Organization before scanning in and uploading to complete this component.

Instructions

Please fill out the section below [Do Not "Create New Version"]

Attach the template of the form found at <https://jobs.utah.gov/housing/community/cdbg/publications.html> and SIGNED BY THE ELECTED OFFICIAL.

Attach Signed Closeout Form Here [Mark as Complete](#) | [Go to Status Report Forms](#)

Attachment	Description	File Name	File Size	Type	Delete?
Attach Certification of Expenditures Here			69.8 MB		

Last Edited By:

24. There is not a section in WebGrants3 for other Attachments. Before and After Pictures will need to be attached to “My Grant” in the “Grantee Attachments” folder to complete Closeout and Monitoring.
25. Be SURE to click “Submit” when all the components have a checkmark next to them. Remember,

the Closeout Form should be submitted within 30 days after the project is complete.

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grant

Click 'Preview' to print a copy.

DO NOT forget to click "Submit" to send the Close Out

Components [Preview](#) | [Submit](#)

Name	Attachments	Complete?	Last Edited
General Information	Attachments (0)	✓	04/11/2012
Activity Data	Attachments (0)	✓	04/12/2012
Leveraged Funds	Attachments (0)	✓	04/12/2012
Activity Description	Attachments (0)	✓	04/12/2012
Project Beneficiaries	Attachments (0)	✓	04/12/2012

26. The Closeout Form is completed when this screen appears!

 **Contracts**

Status Report Submitted Confirmation

You have successfully submitted your Closeout Form.

DATE:

[Dark blue horizontal bar]

[Lined area for notes]

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