

## REQUEST FOR PROPOSAL (#8824)

### BY THE CITY OF WATERBURY ON BEHALF OF THE WATERBURY LAND BANK AUTHORITY FOR THE W.O.W. NEIGHBORHOOD REVITALIZATION PROJECT

The City of Waterbury, (hereinafter "City"), on behalf of the Waterbury Land Bank Authority is seeking Proposals from qualified construction contractors to carry out the new construction of two (2) prefabricated modular duplex housing units on two independent but contiguous parcels located at 234 and 238 Orange Street, Waterbury, Connecticut for the W.O.W. Neighborhood Revitalization Project (the "Project") Said Project is more specifically described in **Attachment G**, and the property information is identified in **Attachment E**, attached hereto and made part hereof. This RFP process shall be conducted consistent with the provisions of the City of Waterbury Code of Ordinances, Chapters 38-39, also known as the City's Purchasing Ordinance. The RFP process shall be administered by the City of Waterbury Purchasing Department.

#### **A. Background and Intent**

The purpose of this RFP is to secure a qualified contractor with experience in prefabricated modular housing development, according to HUD guidelines. **The HUD Section 3 Documentation (includes 13 pages) is included as Attachment K. The HUD Grant Guide (77 pages) is included as Attachment L.**

The Waterbury Land Bank Authority ("WLB") has received funding from the U.S. Department of Housing and Urban Development (HUD) via the CT State Congressionally Directed Spending Initiative ("CDS") FY 2024 to construct two (2) duplex modular/prefabricated housing units on two independent but contiguous parcels located at 234 and 238 Orange Street which is within the W.O.W. (Walnut Orange Walsh) Neighborhood within the City of Waterbury.

This RFP is seeking qualified and professional contractors with experience in developing prefabricated housing, and contractors who have an established track record and contractual relationship with a prefabricated modular housing manufacturer.

The WLB owns the parcels to be developed with each parcel being suitable for housing development. Each parcel will be independently developed with a two story duplex. Proposed width of each modular unit is 24 LF and the proposed SF area of each unit will be 900 to 950 SF. The WLB is seeking a contractor who will work with our organization in accomplishing this goal. This RFP has been created to solicit contractors who are experienced in modular housing construction and who have established relationships with modular housing manufacturers. The WLB anticipates that the selected contractor would provide a fee proposal for the work described and outlined in Attachment J, and would engage with the WLB as the general contractor, to assist in the design of the modular unit, the cost estimates and ordering of the units to be manufactured, all required site work and engineering which is to be completed to install the units on the property, obtain permits or approvals, and finalize the construction finishes, and site/utility hooks ups.

In the Project Information in Attachment G, there is project summary, concept plan with building envelope sketch, a sample or proposed foundation plan/1<sup>st</sup> floor plan/second floor plan, and proposed timeline. It is assumed that the foundation will include an appropriate crawl space to accommodate site infrastructure /hook ups, or other mechanicals. In the Property Information in Attachment E, there is a

location map, tax map for each parcel, assessor property card, and a survey of the property. Additionally, the WLB has completed a Phase 1 environmental area assessment of the site; and a HUD environmental study.

It is the intent of the WLB for the Successful Proposer to furnish all labor, services, materials, tools, equipment, transportation and incidentals necessary to execute and properly finish the Project, as detailed and described herein.

Funding for this Project is provided through HUD's FY2024 Economic Development Initiative - Community Project Funding (HUD-CPF). A copy of HUD's requirements set forth in HUD's Grant Guide governing funding under Community Project Funding dated August 19, 2024 are attached hereto as Attachment L. Contractor is required to conform to and comply with all applicable requirements set forth therein. This compliance requirement includes applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the Department of Housing and Urban Development (HUD), U.S. Office of Management and Budget or any other Federal agency governing CT State Congressionally Directed Spending Initiative funding. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19, Government Debarment and Suspension.

## **B. Qualifications**

Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the Work, Services and/or Items to be procured as detailed and described in the RFP.
2. Ability to undertake and complete the Scope of Services.
3. Proven track record in providing the type of Work, Services and/or Items required by the RFP.
4. Proven track record of meeting project budgets (if provided) and contract timelines.
5. Adequate staff/employees to complete the Scope of Services in a timely manner.
6. Knowledge of, and compliant with, all applicable Federal, State, and City of Waterbury laws and regulations governing the services to be provided under this RFP.
7. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Agreement Period, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
8. Proposers shall be registered with the State of Connecticut Secretary of State to do business in the State of Connecticut.
9. Proposers shall have experience in prefabricated modular home construction, and have an established relationship with prefabricated housing manufacturers.

## **C. Scope of Services**

1. Scope of Work Summary. The scope of work for this Project includes: preparing a development budget for the proposed duplexes; contracting with the prefabricated housing manufacturer; ordering the housing units in unison with

working on the design details with the WLB; securing any/all approvals/permits etc. with the City of Waterbury; preparing site for development; delivering housing units to the site and assembling; completing final construction details for occupancy; working through and obtaining Certificate of Occupancy; working with the Waterbury Land Bank Authority on pre-sales of units, if necessary, as detailed in described in the attached Bid Documents.

2. Proposer's attention is directed to the Property Information (**Attachment E**), for the development of two duplex, prefabricated, modular housing units, and to the Project Information regarding the housing units (**Attachment G**) which describe and illustrate the work and services associated with this RFP.

#### **D. Agreement Period**

1. Any award of work equal to or greater than \$50,000.00 shall require a formal Contract. If a Contract is awarded as a result of this RFP, the Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the Waterbury Land Bank Authority's written Notice to Proceed, which shall occur after contract execution by both parties.
2. It is anticipated that the Successful Proposer shall complete the design details and order the housing units from the prefabricated modular housing manufacturer within two months of notice to proceed or a time period mutually agreed upon with the WLB. Final Completion of all Work and Services (site work, modular unit delivery, utility hook up, and assembling of units on site) no later than January 1, 2027 unless otherwise mutually agreed upon with the contractor and the WLB.

#### **E. Insurance**

The Successful Proposer (also referred to herein as "Contractor") shall provide insurance as set forth in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, with a minimum "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

#### **F. General Information**

1. The WLB is an Equal Opportunity and Affirmative Action employer and does not discriminate in hiring, employment, or business practices. Small, minority and women business enterprises are encouraged to submit a Proposal in response to this RFP. The WLB is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. WLB is compliant with Title VI of the Civil Rights Act of 1964.

#### **2. RFP Documents**

In order to view, download and receive all RFP related documents and notifications issued by the City, potential Proposers must register online at the **City's ProcureWare** website City of Waterbury's procurement website

(<https://waterburyct.procureware.com/register>). Please note that completion of the registration process requires entry of a valid email address and selection of at least one category classification.

### 3. Information Session

**There will be a Mandatory Information Session with respect to this RFP on Monday, June 1, 2026, at time 12:00 PM via ZOOM.** Please see **Attachment M** for ZOOM credentials.

<https://us06web.zoom.us/j/85665724197?pwd=ciONANHUKcvo4DCXm7AhMim6F5HwRZ.1>

Meeting chat link  
<https://us06web.zoom.us/launch/jc/85665724197>

Meeting ID: 856 6572 4197  
Passcode: 745139

One tap mobile  
+13126266799,,85665724197#,,,,\*745139# US (Chicago)  
+16465588656,,85665724197#,,,,\*745139# US (New York)

**4. All questions, requests for clarification and communications** about this RFP and submission requirements **must be submitted through the City of Waterbury ProcureWare website and must be received by 2:00 PM on June 5, 2026.** Prospective Proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director.

**Addenda responding to questions** submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP, will be available via the City of Waterbury ProcureWare website by 2:00 PM on June 10, 2026.** It shall be the responsibility of the Proposer to download this information. If you have any procedural questions in this regard, please contact the Purchasing Director or such other person otherwise designated by the Purchasing Director.

### G. Management

Any contract resulting from this RFP will be between the Waterbury Land Bank Authority and the Proposer and shall be managed exclusively by the Waterbury Land Bank Authority Executive Director.

### H. Conditions

The submission of a Proposal will be considered conclusive evidence that the Proposer is willing to adhere to, and is in agreement with, the following conditions, as well as all other terms, conditions and requirements of the RFP:

1. All proposals in response to this RFP are to be the sole property of the WLB. Proposers are encouraged **not** to include in their proposals any

information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract or purchase order awarded as a result of the RFP is to be the sole property of the WLB.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the Waterbury Land Bank Authority.
4. The Proposer agrees that the proposal will remain valid for a period of at least **One Hundred Twenty (120) consecutive calendar** days after the closing date for the proposal submission and may be extended beyond that time by mutual agreement.
5. The WLB may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the WLB deems it to be necessary, appropriate or otherwise in the best interests of the WLB. Failure to acknowledge receipt of addendums may result in a proposal not being considered. At the option of the City's Director of Purchasing, the WLB may provide all Proposers with a limited opportunity to remedy any technical deficiencies identified by the WLB in their initial review of proposals.
6. The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the Proposal during the course of the agreement period must be approved by the WLB, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the WLB. At its discretion, the WLB may require the removal and replacement of any of the Proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the WLB.
7. All subcontractors hired by the Proposer awarded a contract as a result of this RFP must have prior approval of the WLB prior to and during the Agreement Period.
8. Any costs and expenses incurred by Proposers in preparing or submitting Proposals are the sole responsibility of the Proposer.
9. A Proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the WLB to satisfactorily meet the requirements set forth or implied in the Proposal.
10. No additions or changes to the original Proposal will be allowed after submittal, except as may be allowed by the WLB, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of Proposals may be required by the WLB at the Proposer's sole cost and expense. The final price and scope of services of any contract

11. The Proposer may be required to give presentations to the extent necessary to satisfy the WLB's requirements or needs. In some cases, Proposers may have to give presentations or further explanation to the RFP selection committee established by the WLB.
12. The Proposer represents and warrants that the Proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the WLB participated directly in the Proposer's Proposal preparation.
13. The Proposer represents and warrants that it has (a) examined the RFP thoroughly, (b) familiarized itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) studied and carefully correlated the Proposer's observations and findings with the requirements of the RFP Documents.
14. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
15. If a Contract is awarded as a result of this RFP, the Successful Proposer must accept the WLB's standard agreement language (see **Attachment B**). Further, submission of a Proposal will constitute an incontrovertible representation by the Proposer that Proposer accepts the terms contained in **Attachment B**.
16. Execution of Contract and Conditions. Time is of the essence, and subsequent to a Notice of Award, if any, to the Successful Proposer, multiple unsigned copies of a Contract and all other applicable contract documents (if a Contract is awarded as a result of this RFP) will be made available to the Successful Proposer for execution. Within ten (10) consecutive calendar days, thereafter, Successful Proposer shall fully complete, execute and return all copies of the contract and all other applicable contract documents, including without limitation, acceptable certificates of insurance, a Corporate/LLC Resolution, and all required bonds to the WLB. Thereafter, upon all required reviews, approvals, and the WLB signature, the WLB will deliver one fully executed copy of the contract to Successful Proposer.
17. Should the Successful Proposer fail to timely execute and deliver the Contract, evidence of insurance, or fail to timely fulfill any other such preconditions, the WLB may, at its option and discretion, rescind the Notice of Award and thereafter negotiate with the next ranked Proposer, or may reject all Proposals.
18. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the Proposer and the WLB and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties.
19. The WLB shall assume no liability for payment of services under the terms of the

contract until the successful Proposer is notified that the contract has been accepted and approved by the WLB. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the Proposer and signed by the Executive Director of the WLB.

## **I. Proposal Requirements & Required Format**

1. One original (clearly identified as such) and five paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on June 23, 2026**. **Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
Waterbury, CT 06702

- a. Proposals shall be submitted as directed herein. At the WLB/City's discretion, failure to do so may result in disqualification.
  - b. Proposals must set forth accurate and complete information in connection with each of the items/documents listed below, and all forms shall be fully completed and properly executed, and completed in ink or typed written, with all requested contact information (name, address, etc.) provided. All required signatures and notarizations shall also be provided.
  - c. Proposals must be single sided, bound or stapled and Proposers shall make the requisite copies of all forms, etc., as required.
  - d. Proposer is solely responsible for ensuring its Proposal is received by the Director of Purchasing, at the location indicated, on or before the above-stated time and date. The City will in no way be responsible for any delays in delivery, regardless of cause.
2. **Proposals must include the following items (summarized below) as part of their Proposal submission:**
    - Contract Compliance Documents (**Attachment A**)
    - Non-Collusion Affidavit and Addenda Acknowledgment (**Attachment C**)
    - Price Proposal (**ATTACHMENT J**)

### **a. Contract Compliance Documents (**Attachment A**)**

- i. Proposer shall fully complete and include as part of its Proposal submission the following Contract Compliance Documents (**Attachment A**):
  - Certification Regarding Debarment

- Annual Statement of Financial Interests
  - Disclosure & Certification Affidavit Regarding Outstanding Obligations
- ii. If a Contract is awarded as a result of this RFP, the Successful Proposer shall complete and sign a Corporate/LLC Resolution, as applicable, (see **Attachment A**) and date it the same day the Successful Proposer signs the Contract.

**b. Non-Collusion Affidavit and Addenda Acknowledgment (Attachment C)**

- i. Proposer shall fully complete and include as part of its Proposal submission **Attachment C** addressed to Mr. Kevin McCaffery, which, in part, includes a statement by the Proposer accepting all terms and conditions and requirements contained in the RFP, as well as affirmative statement certifying that the Proposer has not colluded with any other Proposer.
- ii. Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per **Attachment C**.

**c. Sample Proposal Security (Attachment F)**

- i. Any Proposal with a Total Price Proposal of over Fifty Thousand Dollars (\$50,000.00) shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent of the Proposer's Total Price Proposal**.
- ii. Proposer's attention is directed to **Attachment F** for an example of Proposal Security acceptable to the City.

**d. Proposer Qualification Statement (Attachment H)**

Proposer shall fully complete and include as part of its Proposal submission the Contractor Qualification Statement (**Attachment H**).

**e. CHRO/State Set-Aside Requirements THIS REQUIREMENT DOES NOT APPLY TO THIS RFP**

- i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.
- ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current

certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

- iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**f. Section 3, Housing and Urban Development Act**

- i. Section 3 of the Housing and Urban Development (“HUD”) Act applies to all contractors or subcontractors that receive contracts with Two Hundred Thousand Dollars (\$200,000.00) or more of HUD funding [such as Community Development Block Grant (CDBG) funding]. Proposer’s attention is directed to HUD Section 3 Documentation included in this RFP (**Attachment K**) and to Section 15 of the City’s standard agreement language (see **Attachment B**) for additional information regarding the requirements and application of Section 3 of the Housing and Urban Development Act.
- ii. **HUD Section 3 requirements apply to this Project.**
- iii. Proposer, therefore, shall complete and submit as part of its Proposal submission the following (see **Attachment K**):
  - A completed **Assurance Compliance Form** (i.e., a completed Exhibit 4 of HUD Section 3 Documentation), and,
  - An **Economic Opportunity Plan** in accordance with Exhibit 5 of HUD Section 3 Documentation).

**g. CT-DAS Contractor Prequalification Requirements - THIS REQUIREMENT DOES NOT APPLY TO THIS RFP**

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

### 3. Exceptions and Alternatives, Expected City Services

Proposals may, at Proposer's discretion, contain the following:

1. Exceptions and Alternatives. Proposers wishing to take any exceptions or provide alternatives to certain provisions and/or requirements of the RFP shall state and explain such exceptions/alternatives; however, **no exceptions or alternatives to the WLB's standard agreement language (see Attachment B), will be considered.**
  - a. The WLB may accept Proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein as well as consider such exceptions and alternatives in evaluating Proposals. Any exception or alternative must be clearly delineated referencing the specific provision(s) and/or items at issue (plus, include pricing information, where appropriate) and cannot impermissibly affect the substance of this RFP. Further, the volume of exceptions/alternatives taken will be a consideration in evaluation of Proposer's Proposal.
  - b. The WLB, in its sole discretion, may accept some or all of the proposed exceptions, alternatives or additions or reject same. Any exception, alternative or addition that has not been accepted by the WLB in writing is deemed rejected.
2. Anticipated services to be provided by the WLB. Identify the nature and scope of the services that would be generally required in undertaking this project.
3. The taking of any exception or proposing of any alternative or addition, as well as the identification of any anticipated services by the City/WLB, is not binding on the WLB, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the WLB and the Proposer.
4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses, as per **Attachment J**. Any items considered essential to the development of this project but are not included in the cost schedule attachment J may be written in and separately itemized and clearly noted that the additional cost would be an option if the WLB agreed to the inclusion of this item. (For example: air conditioning.) This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since WLB may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: WLB is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

## **J. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the Proposer in understanding the WLB requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal;
- b. Qualifications, experience, expertise and capabilities of the Proposer;
- c. The extent to which the goods or services meet the WLB's needs;
- d. Ability to provide Services as required;
- e. Ability to comply with the required timeline for delivery of services or goods;
- f. Adequate financial resources for performance, including bonding capacity;
- g. Proposer's references/satisfactory record of past performance, and
- h. Competitiveness of Proposer's Price Proposal.

### **2. Selection Process**

- a. The WLB will have the Proposals evaluated by a Selection Committee as part of the selection process. If deemed necessary, the WLB reserves the right to arrange for interviews/oral presentations as part of the selection process.
- b. The Successful Proposer shall, if requested by the WLB, provide the WLB with an updated/revised Price Proposal, scope of services and schedule of performance.

## **K. Rights Reserved**

1. The WLB reserves the right to award in part, to reject any and all Proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior WLB contract, or if the Proposal impermissibly limits or modifies any of the terms and conditions and/or specifications of the RFP. The City/WLB also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the WLB will be served.
2. **Nothing in this RFP shall require that the WLB accept the lowest Price Proposal.** Instead, the WLB reserves the right to base its decision solely, in its own

judgment, on what it determines to be in the best interest of the WLB.

3. The WLB reserves the right, in its sole discretion, to reject any Proposal, in whole or in part, based upon Proposer's prior history with the WLB or with any other party that demonstrates, without limitation, failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts or purchase orders or significant failure(s) to meet contractual obligations or if the Proposal is nonresponsive or contains pricing that is abnormally low or high or if it appears unrealistic in terms of technical commitment, shows a lack of technical competence, or indicates a failure to comprehend the risk and complexity of a potential contract or the underlying project.

#### **L. Federal, State and Local Employment Requirements**

1. The Successful Proposer must meet all local, State, and Federal affirmative action and equal employment opportunity practices and requirements.
2. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Contractor certifies that it is familiar with all laws and regulations that may affect costs, progress, and performance of the work, including BABAA requirements.

##### **a) Instructions to Contractors**

Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

##### **b) General or Supplemental Conditions**

###### *Definitions Section:*

**Build America, Buy America Act (BABAA)** – Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

**Construction Materials** – Those articles, materials, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.

Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

*Contractor's Responsibilities Section:*

All products must meet BABAA requirements.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacturer is used in the bidding, a statement that each applicable Manufacturer will comply with BABAA, must be included with the bid submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA requirements and documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA compliant documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. An approved Manufacturer's Certification or waiver prior to items being delivered to the project site is required.

By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

Domestic Preference: Iron and steel products, Manufactures Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58.

**M. Performance and Payment Bonds**

- A. The Proposer to whom a contract is offered, must furnish to the City/WLB, if that contract has a total cost greater than Fifty Thousand Dollars (\$50,000.00), a 100 percent Performance Bond and a 100 percent Payment Bond each with a surety company acceptable to the City and in a form acceptable to the City.

**N. Prevailing Wages - NOT APPLICABLE**

***State Prevailing Wages – NOT APPLICABLE***

***Davis-Bacon (Federal) Prevailing Wages –NOT APPLICABLE***

**O. Additional Federal Policy Requirements**

1. The Proposer shall not use grant funds to promote “gender ideology”, as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Proposer understands that Waterbury Land Bank has agreed that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. Accordingly, Proposer certifies that it will comply with all applicable Federal anti-discrimination laws;
3. The Proposer certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Proposer shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment;
5. The Proposer must conduct its work in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;
6. The Proposer will not use any monies paid under the contract in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

**P. City SAMPLE Payment Application Forms**

Sample Payment Application forms (see Attachment I) are attached for the Proposer's use. Payment Applications for completed work must be submitted, in such numbers of copies as may be designated by the City, utilizing these forms. Alternate payment application forms may be utilized provided they are approved by the City, in writing, by the City. Successful Proposer is to furnish a draft copy of completed forms for review and

approval by the City prior to submitting any invoices.

**END OF SECTION**

**Index of Attachments:**

**Attachment A- Contract Compliance Docs**

**Attachment B- Sample Contract**

**Attachment C- Non-Collusion Affidavit and Addenda Acknowledgment**

**Attachment D- Insurance Requirements**

**Attachment E- Property Information**

**Attachment F- Sample Proposal Security**

**Attachment G- Project Information and Drawings**

**Attachment H- Proposer Qualification Statement**

**Attachment I- Sample Payment Application forms**

**Attachment J- Price Proposal**

**Attachment K- HUD Section 3 Documentation**

**Attachment L- HUD's Grant Guide (Section 3.1 and 3.2)**

**Attachment M- Non-Mandatory Meeting ZOOM Credentials**

# Attachment A

Contract Compliance Docs



# FILL IN AND RETURN WITH YOUR SUBMISSION

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

(Service or Commodity Covered by Contract)
(Term of Contract)

---

---

(Service or Commodity Covered by Contract)
(Term of Contract)

---

---

(Service or Commodity Covered by Contract)
(Term of Contract)

# FILL IN AND RETURN WITH YOUR SUBMISSION

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)  
Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

(Service or Commodity Covered by Purchase Order)
(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)
(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)
(Date of Purchase Order)

# FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)

Persons or Entities Conducting Business with the City

## II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest

(Name of Official)

(Position with City)

--

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self  Spouse  Joint  Child

---

---

(Name of Official)

(Position with City)

--

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self  Spouse  Joint  Child

# FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

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

DELIVERED | By Mail  Hand-Delivered

# FILL IN AND RETURN WITH YOUR SUBMISSION

## CITY OF WATERBURY DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of \_\_\_\_\_

SS: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** \_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

\_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

# FILL IN AND RETURN WITH YOUR SUBMISSION

## CITY OF WATERBURY DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

# FILL IN AND RETURN WITH YOUR SUBMISSION

## CITY OF WATERBURY DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business



**FILL IN AND RETURN WITH YOUR SUBMISSION**

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

# FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion

*If the transaction is Federally funded in whole or in part (including pass through grants to state and/or municipal government) this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

\_\_\_\_\_  
\_\_\_\_\_

Print Name and Title of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

# Attachment B

Sample Contract



**SAMPLE  
CONSTRUCTION CONTRACT  
RFP 8632**

**For  
THE W.O.W. NEIGHBORHOOD REVITALIZATION PROJECT  
Between  
The Waterbury Land Bank Authority  
and  
[Contractor Name]**

**THIS CONTRACT**, effective on the \_\_\_\_ day of \_\_\_\_\_, 2026, is by and between The Waterbury Land Bank Authority, 207 Bank Street, Third Floor, Waterbury, CT 06702 (the "Owner") and [Contractor Name] a \_\_\_\_\_ organized and existing pursuant to the laws of the State of \_\_\_\_\_, with an address of [Address] (the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Owner has received funding from HUD via the CT State Congressionally Directed Spending Initiative ("CDS") FY 2024 to construct two (2) duplex housing units on two independent but contiguous parcels located at 234 and 238 Orange Street located within the W.O.W. (Walnut Orange Walsh) Neighborhood within the City of Waterbury. (the "Project"); and

**WHEREAS**, the City and the Owner have entered into an Assistance Agreement (the "Assistance Agreement") to further assist the Waterbury Land Bank with neighborhood revitalization efforts in the amount of Three Hundred Thousand Dollars (\$300,000.00), dated \_\_\_\_\_, which Agreement is incorporated herein by reference, and which provides, inter alia, that the Project shall be bid through the City; and

**WHEREAS**, the U.S. Department of Housing and Urban Development and the Owner have entered into a Federal Award Agreement (the "Award Agreement") to further assist the Waterbury Land Bank with neighborhood revitalization efforts in the amount of One Million Forty-Five Thousand Dollars (\$1,045,000.00), dated \_\_\_\_\_, which Agreement is incorporated herein by reference, and which provides, inter alia, that the Project shall be bid through the City; and

**WHEREAS**, the Contractor submitted a bid to the City for the Project in response to Request for Proposal ("RFP") Number 8632; and,

**WHEREAS**, the City accepted the Contractor's bid for RFP Number 8632; and

**WHEREAS**, the Owner desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

**NOW, THEREFORE**, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Contractor hereby covenant and agree as follows:

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the Owner. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1 The Project consists of the construction of two (2) duplex housing units on two independent but contiguous parcels located at 234 and 238 Orange Street located within the W.O.W. (Walnut Orange Walsh) Neighborhood within the City of Waterbury as detailed and described in the Bid Documents in **Attachment A. Attachments A-D** and are hereby made material provisions of this Contract and shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**Attachment "A" shall consist of the following:**

- Project plans, specifications, drawings, supplemental conditions
- Bid Forms, including the Bid documents and the Contractor's responses
- Bid Addenda, dated [REDACTED];
- Any and all amendment(s) and Change Orders, issued by the Owner after execution of Contract (incorporated by reference)
- Performance Bond and Payment Bond
- Certificates of Insurance
- Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference)
- All applicable Federal, State and local statutes, regulations charter and ordinances attached hereto and made part hereof and included in Attachment D (incorporated by reference)
- All permits and licenses (incorporated by reference)
- Contractor's Certification regarding Federal Policy Requirements

**Attachment "B"** shall consist of the Assistance Agreement;

**Attachment "C"** shall consist of all required insurance certificates; and

**Attachment "D"** shall consist of any and all other miscellaneous required documentation.

1.2 The entirety of **Attachments "A" through "D" plus this executed Agreement**, are together deemed the Contract Documents (hereinafter collectively referred to as the "Contract Documents"). The Owner's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

- i. Contract Amendment(s) and Change Orders
- ii. Contract

- iii. Contractor's Bid Form
- iv. Federal, State, and local laws, regulations, charter and ordinances
- v. Technical Specifications
- vi. Drawings

**2. Representations Regarding Qualification and Accreditation.** The Contractor represents that it, its employees, its subcontractors and its subcontractors' employees are licensed to perform the scope of work set forth in this Contract. The Contractor represents that it is specialized in construction of prefabricated modular housing, and has an established relationship with a modular housing manufacturer. The Contractor further represents that it, its employees, its subcontractors and its subcontractors' employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work, and understands, acknowledges and agrees that the Owner relies upon these representations.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2 Representations regarding Qualifications.** The Contractor represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees shall be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract are in full compliance with those statutes, regulations and ordinances. Upon Owner's request, the Contractor shall provide to the Owner a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the bid documents, including, but not limited to the plans, specifications, drawings, any addenda thereto, and any other documents for RFP Number 8632. The Contractor hereby warrants and represents that, prior to the submission of its proposal during the bid process, it reviewed or was afforded the opportunity by the City and the Owner to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

**3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or

products resulting from the failure of the Contractor to complete due diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the bid process to ask any questions it saw fit and to review the responses from the City;

**3.1.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct Due Diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

**3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

**3.1.6** it has given the Owner and the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's Bid Documents and other documents for RFP Number 8632 (collectively "Bid Documents");

**3.1.7** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Compensation amount hereinafter set forth within the Contract Time and in accordance with the other terms and conditions of the Contract; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purpose; and

**3.1.10** it shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the Owner, who shall make such corrections

and interpretations as may be deemed necessary for the completion of the Project in a satisfactory and acceptable manner.

**3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the Owner reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, the Owner may, but shall not be required to, correct same at Contractor's expense. The Owner shall confirm in writing any oral notice given within five (5) days thereafter.

**3.3. Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense: (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the Owner pursuant to Section 8 below.

**3.4. Working Hours.** The Contractor shall coordinate its schedule so that work on and at the Project site is performed during reasonable times of the day in conformance with any and all State statutes and/or City ordinances. This provision shall not excuse the Contractor from timely performance under the Contract.

**3.5. Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish, tools, scaffolding and surplus materials from and about the Project site and shall leave the work site "broom clean" or its equivalent, unless more exactly specified in any Contract Document. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

**3.6. Intentionally Omitted.**

**3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. Specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of the Owner.

**3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of Owner in Contractor's operation at the site.

**3.8. Contractor's Employees.** The Contractor shall at all times enforce strict

discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the Owner, substitute, terminate, replace or otherwise remove any Contractor employee or subcontractor expressly named, identified or required in this Contract.

**3.9. Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in Contract Documents, or (2) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the Owner before proceeding with regard to such conditions.

**3.10. Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in the Contract Documents, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Scope of Services.

**3.11. Permits and Licenses.** Unless expressly stated to the contrary in the Contract Documents, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's Scope of Services, and for the Owner's occupancy, use, and operation of the Project.

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the site. One (1) copy each of such instructions shall be furnished to the Owner.

**3.13. Review by the Owner the City and the Secretary.** The Contractor shall permit the Owner, the City and/or the Secretary of Housing and Urban Development and their duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

**3.14. Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

**4. Responsibilities of the Owner. Reservation of Rights.** Upon receipt of Contractor's written request for specific information, the Owner, as appropriate, will provide the Contractor with existing documents, data and other materials that the Owner believes are necessary and appropriate to the services to be performed by the Contractor hereunder and the

Owner will endeavor to secure, where feasible and where the Owner believes it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1 The Owner may, in its sole discretion, designate person(s) to act as its Project engineer(s) and/or manager(s) and the Owner may, in its sole discretion, define such person(s) authority and responsibilities.

4.2 The Owner reserves the right to (i) perform work related or unrelated to the Project with Owner's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the Owner shall be complied with by all.

5. **Contract Time.** The Contractor shall complete all work and services required under this Contract [within [number in words] ([number]) consecutive calendar days of Owner's issuance of a written Notice to Proceed] ("Contract Time").

5.1 Time is and shall be of the essence for all Project milestones, intermediate completion dates and the Final Completion Date for the Project. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time is reasonable for the completion of the Project.

5.2 Prior to the commencement of any work on the Project site, the Contractor shall submit for the Owner's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the Owner a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.3 If the Contractor fails to complete the work within the time specified in the Contract, the Contractor shall pay liquidated damages to the Owner in the amount of [redacted] per day.

6. **Compensation.** Owner is exclusively responsible for the payment of compensation earned by Contractor under the terms of this Agreement. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. **Contract Price.** The fee payable to the Contractor hereunder shall not exceed [amount in words] Dollars (\$[amount]) (the "Contract Price") as

increased or decreased by virtue of any change orders as provided for elsewhere herein.

**6.2. Payment.**

**[By way of no more than [Number in words] ([number]) progress payments and one (1) final payment, each within thirty (30) days of:**

**(i) Completion of the Project work and services to be provided under this Contract based upon the completion of the following percentages of the total work as verified in writing to the Owner by the City Construction Specialist and/or Owner's Licensed Professional, as applicable:**

**a. [Percentage of total Project work completed];**

**b. [Percentage of total Project work completed];**

**c. [Percentage of total Project work completed];**

**d. [Percentage of total Project work completed];**

**(ii) Delivery to the Owner by Contractor of evidence of Contractor, subcontractor and Project materials payment for each such percentage of completion in accordance with the provisions of this paragraph 6; and**

**(iii) Delivery to the Owner by Contractor at appropriate times of certificates of occupancy, all City permits, certificates of approvals, and a lead clearance, as applicable.]**

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. above and is further limited to work (i) performed in fact, (ii) conforming to this Contract, and (iii) accepted in writing by the Owner. Such compensation shall be paid as set forth in Section 6.2 by the City, on Owner's behalf, upon Owner's and City's review and approval of the Contractor's invoices for payment and review of the Contractor's work; provided, however, that should there be a disagreement between the City and Owner as to what amount payment should be made to the Contractor, the City's decision shall prevail.

In that this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all payment(s) shall fully comply with all relevant Federal and State statutes and regulations.

**6.4. Retainage.** Retainage in the amount of **[percentage in words]** percent (**[percentage]**%) of any payment shall be withheld until the expiration or release of any mechanic's, laborer's, materialman's, warehouseman's or other lien filed against the Property or ninety-one (91) days after final acceptance by the Owner of all work covered by this Contract, whichever is later.

**6.5. Bid Costs.** All costs of the Contractor in preparing its bid for RFP Number 8632 shall be solely borne by the Contractor and are not included in the compensation to be paid to the Contractor under this Contract or any other agreement.

**6.6. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the Owner for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all of its employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before any progress payment, if applicable, and before final payment is made, the Contractor shall furnish to the Owner a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

**6.7. Liens.** Payment to Contractor hereunder shall not become due until the Contractor shall deliver to the Owner a complete release of any and all liens or potential liens from itself and/or any and all of its subcontractors arising out of this Contract, or receipts paid in full in lieu thereof, and, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify the Owner against any such lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner any and all money that the City, the Owner may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**6.8. Permits.** No payments under this Agreement shall be made to Contractor until, where applicable, all permits required for the work have been obtained by the Contractor and provided to the Owner.

**6.9. Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, (ii) substantial completion of the Project, and (iii) final completion of the Project, the Contractor shall file with the Owner a written, notarized affidavit on a HUD form to be provided by the Owner setting forth the amount of Project work performed. The Owner reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.10. Payment.** The payment by the City of any financial assistance for the Project shall be paid pursuant to and in accordance with the provisions of the Assistance Agreement between the City and the Owner. In no event shall the City have any obligations for payment of the Contractor for the Project.. All payments that may become due under this Agreement are due exclusively from Owner to Contractor, the Owner and Contractor hereby so acknowledge and agree. Term of payment by Owner to Contractor should be net thirty (30) days after invoicing unless agreed otherwise.

**7. Warranty of the Contractor.** The Contractor warrants to the Owner that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of specified quality or good quality if not specified, except as otherwise expressly stated and permitted by the Owner elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract for a period of the greater of (i) one (1) year after the Final Completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **ATTACHMENT "A"**.

**7.1.** The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the Owner copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, any other remedy stated in this Contract or otherwise available to the Owner under applicable law.

**7.2** The Contractor represents, warrants, covenants and certifies that it will comply with all federal, state and local laws, regulations, codes and guidelines of this Contract. Contractor understands that such compliance is a requirement of this contract and failure to comply constitutes a substantial breach of this Contract.

## **8. Passing of Title and Risk of Loss.**

**8.1.** Owner's beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's Final Completion of the Project or prior to the final payment for the Project shall neither act to vest title in the Owner nor act to transfer risk of loss from the Contractor to the Owner. Said title and risk shall pass to the Owner upon the final payment for the Project.

**8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that the Owner shall be responsible for loss or damage caused by the Owner's gross negligence.

**8.3.** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of the Owner.

## **9. Indemnification.**

**9.1.** The Contractor shall defend, indemnify, and hold harmless the Owner and the City of Waterbury from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the services in this Contract, provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other

than the services itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**9.2** The Contractor shall further defend, indemnify and hold harmless the Owner and the City of Waterbury from and against any and all fines, penalties or other amounts imposed upon any of them for violation of any Federal or State statute or regulation or the City Charter or any City ordinance if caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**9.3.** In any and all claims against the Owner by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to defend, indemnify and keep and save harmless the Owner, as provided herein.

**9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend, at Contractor's own expense, any and all suits for infringement or alleged infringement of such patents, and in the event of an adverse award under patent suits, the Contractor shall indemnify and pay such awards and hold the Owner harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**10. Contract Bonds.** The Contractor shall furnish to the Owner, prior to the execution of this Contract, both a performance bond and a payment bond, each bond written for a penal sum equaling 100% of the Section 6 "Total Compensation" in a form and with a surety acceptable to the Owner. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 hereinabove, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract. The Contractor shall also furnish to the Owner, prior to the execution of this Contract, a Maintenance Bond equaling five percent (5%) of the total contract cost.]

**11. Contractor's Insurance.**

**11.1** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 or the Assistance Agreement has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any

subcontract until all insurance required of any such subcontractor under this Contract or under the Assistance Agreement has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the Owner and authorized to do business in the State of Connecticut, with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2** At no additional cost to the Owner and/or the City beyond the Contractor's total bid price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the Owner from claims which may arise out of or result from the Contractor's obligations under this Contract, whether such obligations are the Contractor's or a Subcontractor's or of a person or entity directly or indirectly employed by said Contractor or Subcontractor, or by any person or entity for whose acts said Contractor or Subcontractor may be liable.

**11.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**11.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**11.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate Providing coverage to protect the Owner for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**11.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL) Providing coverage to protect the Owner with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

**11.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:  
EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

**11.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

**11.4.5 Professional Liability/E&O):** **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

**11.4.6 Employee Dishonesty/Crime:** **\$1,000,000.00** per Loss.

**11.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the Owner may at Owner's option, purchase same, and offset the Contractor's invoices for the cost of said insurance.

**11.6. Cancellation:** The Owner shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**11.7. Certificates of Insurance:** The Contractor's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the Owner and as an additional insured and provide waiver of subrogation on all policies except Worker's Compensation and Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the Owner and the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The Waterbury Land Bank Authority and the City of Waterbury is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability"**. The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to The Waterbury Land Bank Authority, 207 Bank Street, Third Floor, Waterbury, CT 06702.

**11.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the Owner a copy of the Contractor's insurance policies and endorsements and riders.

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; and the FAIR LABOR STANDARDS ACT of 1938, as amended (29 USC 201, et seq.). All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**12.1. Labor and Wages – Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, including, but not limited to the Federal Fair Labor Standards provisions attached hereto as **Attachment D** and made a material provision hereof, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.1.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this agreement. The ACT provides that Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**12.1.2** The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides

that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value. **This Contract or any subcontract issued hereunder relating to the construction of this Project must require the payment of not less than the wages prevailing in Waterbury as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141), to all laborers and mechanics employed in the development of any part of the housing. This Contract and any subcontracts are subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701). The applicable Federal Davis-Bacon Act wages are set forth in Attachment D.**

**13. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. Any breach hereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**13.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to his or her employer.

**13.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**14. Compliance with Affirmative Action Program.** The Contractor, for itself and its successors, assigns and subcontractors, hereby agrees that with respect to its performance of this Agreement, it and its successors, assigns and subcontractors, shall comply with all provisions of Executive Order #11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order #11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60), and all of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity in effect as of the date of this Agreement; or "Equal Employment Opportunity under HUD Contracts and HUD

Assisted Construction Contracts", dated December 31, 1971, whichever is applicable, as the Program may hereinafter be amended, Part A, Page 4 (a) modified and/or superseded by actions of the City, State of Connecticut (hereinafter referred to as "State") and/or the Government of the United States (hereinafter referred to as the "United States").

**15. Good Jobs Ordinance.** The Borrower shall comply with and cause its contractors and subcontractors to comply with the specific requirements of "an Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects." (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth **Attachment E** attached hereto and made a provision hereof, the Borrower does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and it has read the Ordinance and the Borrower is familiar with the obligations imposed on its contractors and subcontractors by the Good Jobs Ordinance including the requirement that a copy of said Ordinance be included in all of Borrower's contracts with its construction contractors and subcontractors.

**16. Housing and Urban Development Section 3 Clause.** This Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 applies and the Contractor shall be required to comply with the following (referred to as the "Section 3 clause"):

**16.1.** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

**16.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract and the Statement of Acceptance of all Terms and Conditions, 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.

**16.3.** 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.

**16.4.** The Contractor agrees to include this Section 3 clause in every subcontract

subject to compliance with regulations in 24 C.F.R. 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 C.F.R. 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 C.F.R. part 135.

**16.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

**16.6** As part of the Section 3 compliance requirements, Contractor must track and keep records of all Labor Hours as required by 24 C.F.R. Part 135 in a manner consistent with HUD Notice CPD-21-07 and the requirements set forth therein. Contractor shall maintain all documentation required by HUD. All Labor Hours shall be reported to The Waterbury Land Bank Authority and the City upon Project completion.

**Contractor agrees that it will comply with the HUD Section 3 Project Labor requirement applicable to this HOME project by meeting the following benchmarks:**

**Benchmark 1: Twenty-five (25%) percent or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Section 3 workers.**

**AND**

**Benchmark 2: Five (5%) percent or more of the total number of labor hours worked by all workers must be done by Targeted Section 3 workers.**

**A Section 3 Worker is defined by HUD as:**

- 1. a low or very low-income person that met HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>**
- 2. employed by a Section 3 business concern, or**
- 3. a YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.**

**A Targeted Section 3 Worker is defined by HUD as:**

- 1. A worker employed by a Section 3 business concern, or**

**2. A worker who currently fits or, when hired, fit at least one of the following categories, as documented within the past five years:**

**a. Living within the service area or the neighborhood of the project. An individual is considered to be living within the service area if that person resides within a one (1) mile radius of the project site.**

**b. A YouthBuild participant**

**16.7.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension future HUD assisted contracts.

**16.8.** 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).

**17. Set-Aside Compliance.** All Contractors must comply with 24 CFR 200.321 (Contracting with small and minority firms, women's business enterprise and labor surplus area firms).

**17.1.** The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

**17.2.** Affirmative steps shall include:

**(i)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

**(ii)** Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

**(iii)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

**(iv)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

**(v)** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**18. Federal Requirements.** Owner and Contractor further certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**19. Termination.**

**19.1. Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner, in its sole discretion, shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the Owner, cure a default, after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) days before the effective date of such termination.

In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by or on behalf of the Contractor under this Contract shall, at the option of the Owner, become the Owner's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of this Contract by the Contractor, and the Owner may withhold or cause to be withheld any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor is determined.

**19.2. Termination for Convenience of the Owner.** The Owner may terminate this Contract at any time for the convenience of the Owner, by a notice in writing from the Owner to the Contractor. If this Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. In such event, the Contractor shall have no recourse against the Owner.

**19.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor and Owner acknowledge that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor and Owner therefore agree that the Owner shall have the right to terminate this Contract in whole or in part without penalty to the Owner in the event that sufficient funds to provide for loan payment(s) under this Contract are not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to or on behalf of the Owner, the Contractor and the Owner hereby agree that the Owner shall have the right to terminate this Contract in whole or in part without penalty to the Owner. In either such event, the Contractor shall have no recourse against the Owner

**19.3.1 Effects of No appropriation.** If funds to enable continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the Owner shall have the right to terminate this Contract without penalty to the Owner at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**19.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the Owner may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the Owner may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**19.3.3) No Payment for Lost Profits.** In no event shall the Owner be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

#### **19.4. Rights Upon Termination.**

**19.4.1 Termination for Cause.** In the event the Owner terminates this Contract for cause, the Contractor shall relinquish to the Owner any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in the possession of, and properly invoiced and paid for by the Owner (except to the extent such invoiced amount is disputed). With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The Owner shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the Owner prior to such termination. The Contractor shall be liable to the Owner for any and all costs incurred in

terminating this Contract, in whole or in part, including, but not limited to, reasonable attorney fees and all court awarded fees and costs.

**19.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the Owner for lack of funding or convenience, the Contractor will be paid for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. (including any holdbacks) installed and delivered to the Owner as of the Termination Date and the Contractor shall relinquish to the Owner any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in the possession of, and paid for by the Owner (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

**19.4.3 Assumption of Subcontracts.** In the event of termination, the Owner shall have the right to assume, at the Owner's option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

**19.4.4 Delivery of Documents.** In the event of termination, (i) the Contractor shall promptly deliver to the Owner, in a manner reasonably specified by the Owner, all documents and other tangible items furnished by, or owned, leased, or licensed by, the Owner relative to the Project, and (ii) the Contractor will be paid for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**20. Force Majeure.** Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**20.1** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

**20.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

**21. Subcontracting.** The Contractor shall not, without the prior written approval of the Owner, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the Owner as additional insured parties and said subcontractors shall deliver to the Owner certificates of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services

provided hereunder shall comply with all Federal, State and local laws, regulations and ordinances.

**21.1** The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**21.2** The Contractor is responsible for and shall control activities of its subcontractors and shall ensure that the subcontractors shall consult and cooperate with one another and other contractors working on the site. The Contractor shall further ensure that each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor and/or the subcontractor responsible for such failure or neglect.

**21.3** The Contractor shall not, without the prior written approval of the Owner, substitute, terminate, replace or otherwise remove a subcontractor.

**22. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner; provided, however, that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**23. Audit.** The Owner reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the completion or termination of this Contract. In the event the Owner elects to make such an audit, the Contractor shall immediately make available to the Owner all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**24. Intentionally Omitted.**

**25. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any part thereof or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performance of this Contract, it shall not employ any person having any such interest.

**26. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract among the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the Owner and the Contractor.

**27. Independent Contractor Relationship.** The relationship between the Owner and the Contractor is that of client and independent contractor. No agent, employee, or servant of

the Contractor shall be deemed to be an employee, agent or servant of the Owner. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**28. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation or judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**29 Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**30. Changes in the Project: Change Orders.**

**30.1. Requests for Change Orders.** The Owner reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the Owner. The Owner shall not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of an authorized amended Scope of Services, applicable and restricted to those items set forth in Paragraph 1, above, or a Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**30.2. Procedures.**

**30.2.1 The Contractor's Response to a Change Request.** Within fifteen (15) Calendar days after receipt of a request by the Owner for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the Owner a proposal describing any changes in products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the Owner at a negotiated price acceptable to the Owner and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be

reduced by the cost savings resulting from the products eliminated by the change request.

**30.2.2. Owner's Acceptance of Change Request.** If the Owner accepts the Contractor's proposal, the Owner shall issue a change order referencing the Contractor's proposal and all parties shall sign the change order. The Contractor shall not implement any change request until the Owner has issued a valid, properly executed, change order.

**30.3.3 Owner's Rejection of Change Request.** If the Owner does not accept the Contractor's proposal, the Owner may within two weeks of such non-acceptance: (i) withdraw the change request; or, (ii) modify the change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**30.3. Owner Discretion.** The Owner may, in Owner's sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) if it conforms to provisions of applicable laws; (ii) if it is consistent with this Contract; (iii) if the time of performance of this Contract will not be unreasonably delayed; and (iv) if the Change Order requires an increase in the price of the Contract, the Owner has sufficient funds therefore either from the loan or personal funds.

**30.4. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**31. Conflicts or Disputes.** This Contract represents the concurrence between the Owner and the Contractor and governs all disputes between and/or among them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the RFP Number **8632** and (ii) the Contractor's bid response to RFP Number **8632** dated [REDACTED], 20[REDACTED]. Said historical documents are attached hereto as part of ATTACHMENT "A".

**31.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications among the parties relating to this subject.

**31.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**32. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the Owner.

**33. Intentionally Omitted.**

**34. Binding Contract.** The Owner and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**35. Waiver.** Any waiver of any terms or condition of this Contract by any of the parties hereto shall be in writing and shall not be construed to be a waiver of any other term or condition of this Contract.

**36. Governing Laws.** This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

**37. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing, signed by the Owner or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, addressed until changed by written notice, as follows:

Contractor: [Address]  
[Address]

Owner: **The Waterbury Land Bank Authority**  
**207 Bank Street, Third Floor**  
**Waterbury, CT 06702**

**38. Intentionally Omitted.**

**39. Definitions.** Whenever the following words or terms appear in this Contract, the intent and meaning shall be as follows:

**39.1. Additional Work.** Work required by the Owner that involves a substantial addition to, deduction from or modification of the Contract Documents.

**39.2. Bid or Proposal.** The form on which the bidder is to submit a bid for the Work contemplated.

**39.3. Bidder.** A person, partnership, corporation or other business organization submitting a bid on required forms for the Work contemplated.

**39.4. City.** The City of Waterbury, acting directly or through specifically authorized personnel.

**39.5. Contract Time.** The number of days as stated in the Contract to:  
(i) achieve Substantial Completion and (ii) Final Completion.

**39.6. Equal.** The recognized equivalent in substance and function, considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the Owner.

**39.7. Final Completion.** The time at which the Project has progressed to the point where, in the opinion of the Owner, the Project is complete such that it is ready for final payment as evidenced by the Owner's approval of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

**39.8. Notice to Proceed.** A letter from the Owner which shall state the beginning date of the contract and specifically advise the Contractor to begin work on the Contract.

**39.9. Plans.** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

**39.10. City Construction Specialist/Owner's Licensed Professional.** If the Project consists of four (4) or less units, a person, partnership, corporation or other business organization under contract with the City, commissioned to prepare plans and specifications for the Project, will perform construction administration and inspection duties during construction and certify to the City that the Project has been completed. If the Project consists of five (5) units or more, an employee of the Owner or a person, partnership, corporation or other business organization under contract with the Owner, commissioned to prepare and/or sign, stamp and/or seal, as appropriate, plans and specifications for the Project, must perform construction administration and inspection duties during construction and certify to the City that the Project has been completed.

**39.11.. Specifications.** The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

**39.12. Subcontractor.** A person, partnership, corporation or other business organization, approved by the Owner, supplying labor and/or materials for work at the site of the Project to and under an agreement with the Contractor.

**39.13 Substantial Completion.** The time at which the Project (or a specified part thereof) has progressed to the point, where, in the opinion of the Owner, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project refer to Substantial Completion thereof.

**39.14. Substitution.** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship approved under a Change Order.

**39.15. Work.** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

**40. Work Beyond The Contract.** The Contractor hereby understands, acknowledges and agrees that he/she/it will not undertake or perform any additional or new work for the Owner at the Project which is not part of the Project until all work under this Agreement is completed first.

**[Signature page follows]**

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[OWNER]**

**[By:]** \_\_\_\_\_

**[\_\_\_\_\_, Its \_\_\_\_\_]**

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[CONTRACTOR]**

By: \_\_\_\_\_

\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT "A"**

## **BID DOCUMENTS**

**ITEM I. INVITATION TO BID**

**ITEM II. INSTRUCTION TO BIDDERS**

**ITEM III. BID FORM / PROPOSAL & SCHEDULES**

**SCHEDULE "A": Contractor's Certification**

**SCHEDULE "B": Contractor's Professional/Trade License**

**SCHEDULE "C": Subcontractor's Certification (For each Subcontractor)**

**SCHEDULE "D": Subcontractor's Professional/Trade License (For each Subcontractor)**

**SCHEDULE "E": Contractor's Qualification Statement**

**SCHEDULE "F": Bid Bond**

**SCHEDULE "G": Contractor's Certification Regarding Federal Policy Requirements**

**ITEM IV. TECHNICAL SPECIFICATIONS AND DRAWINGS**

**ITEM V. CORPORATE RESOLUTION**

**ATTACHMENT "B"**

**ASSISTANCE AGREEMENT**

**ATTACHMENT "C"**

**INSURANCE CERTIFICATES**

**ATTACHMENT "D"**

**FEDERAL FAIR LABOR STANDARDS**

# Attachment C

**Non-Collusion Affidavit and  
Addenda Acknowledgment**

# FILL IN AND RETURN WITH YOUR SUBMISSION

## ATTACHMENT C

**KEVIN MC CAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET, ROOM 103  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1. \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Business Address: \_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

# Attachment D

## Insurance Requirements

REQUEST FOR PROPOSAL (#8632)

BY THE CITY OF WATERBURY  
ON BEHALF OF THE WATERBURY LAND BANK AUTHORITY FOR THE W.O.W. NEIGHBORHOOD  
REVITALIZATION PROJECT  
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Land Bank Authority as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Land Bank Authority prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Land Bank Authority.

General Liability: \$1,000,000 each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident  
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits  
Employer Liability (EL)  
\$1,000,000 EL each Accident  
\$1,000,000 EL Disease each Employee  
\$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence  
\$1,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: \$1,000,000 each Occurrence OR Limits equaling the Value of  
the Project

Employee Dishonesty/Crime: \$1,000,000 per Loss

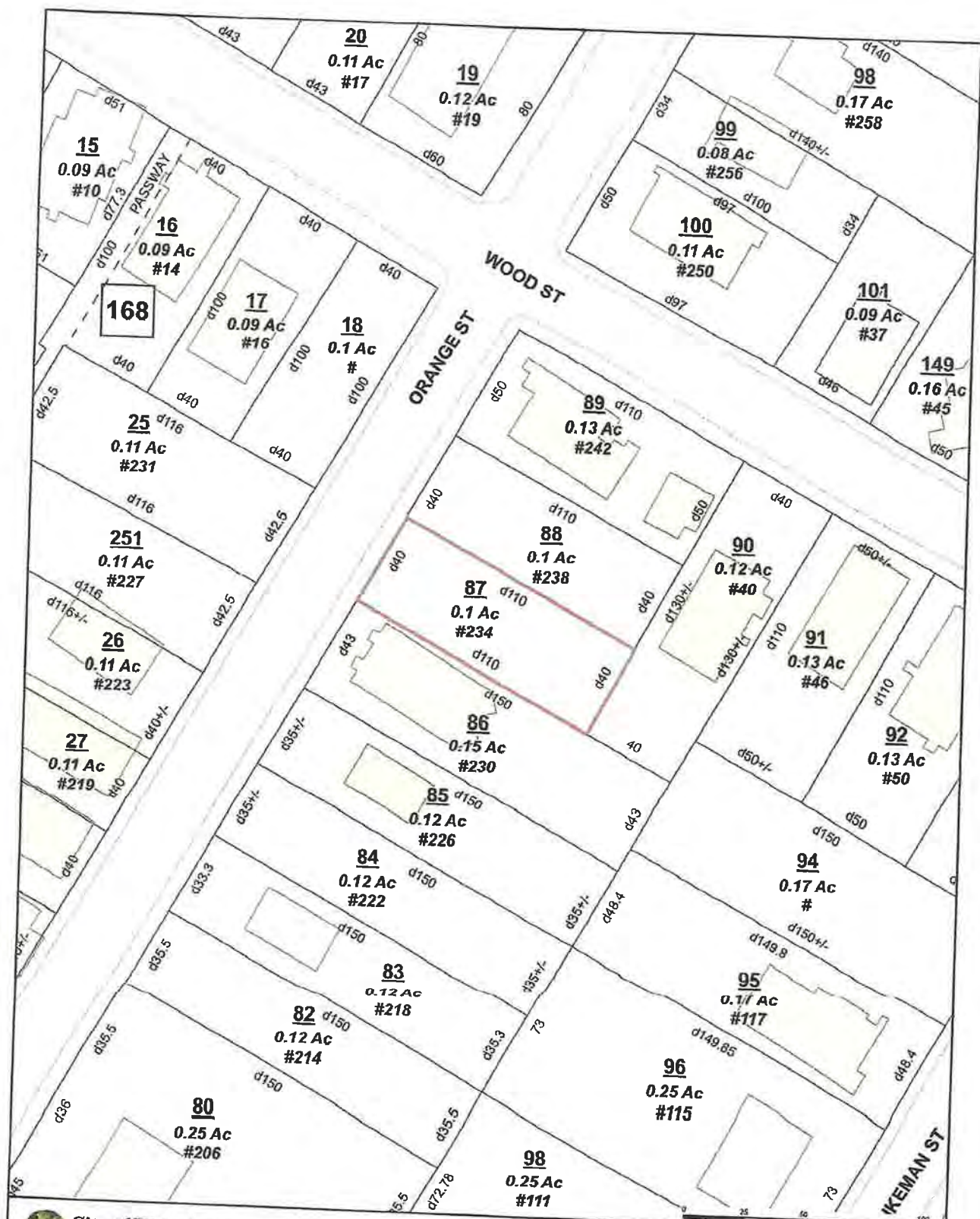
Wording for Additional Insured Endorsement and Waiver of Subrogation:


The City Waterbury and Waterbury Land Bank Authority is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

## Attachment E

### Property Information



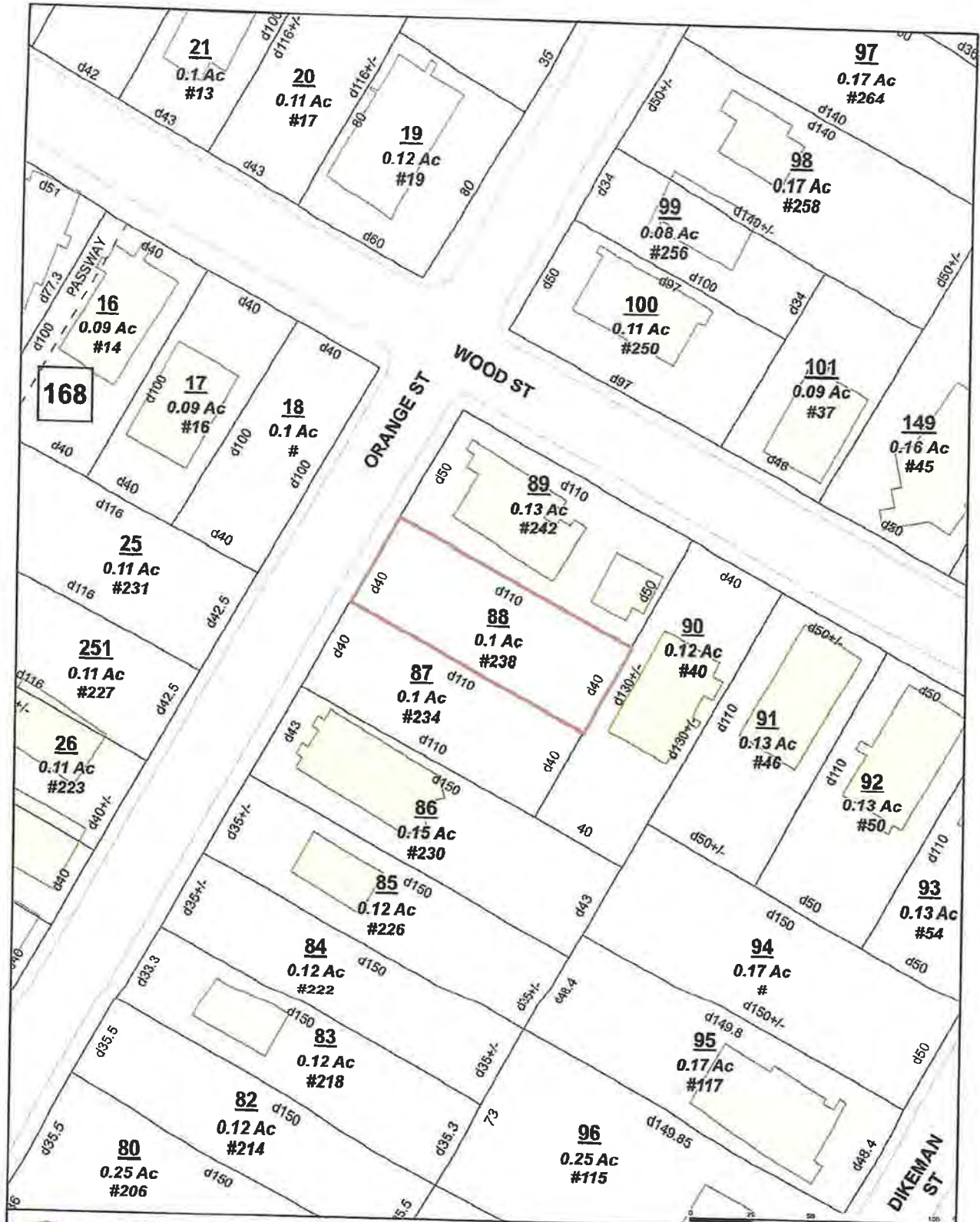



**City of Waterbury**  
 Public Works Department

MBL: 0256-0571-0087  
 ADDRESS: 234 ORANGE ST

This map is for informational purposes only and has not been prepared for, or suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the accuracy of the information. The City of Waterbury makes no warranty, express or implied, as to the use of the information obtained herein.





**City of Waterbury**  
Public Works Department

MBL: 0256-0571-0088  
ADDRESS: 238 ORANGE ST

This map is for informational purposes only and has not been prepared for, or suitable for, legal, engineering, or surveying purposes. Users of this information should review or contact the primary data and information sources to verify the usability of the information. The City of Waterbury makes no warranty, express or implied, as to the use of the information obtained herein.



The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2022.



Information on the Property Records for the Municipality of Waterbury was last updated on 9/29/2025.



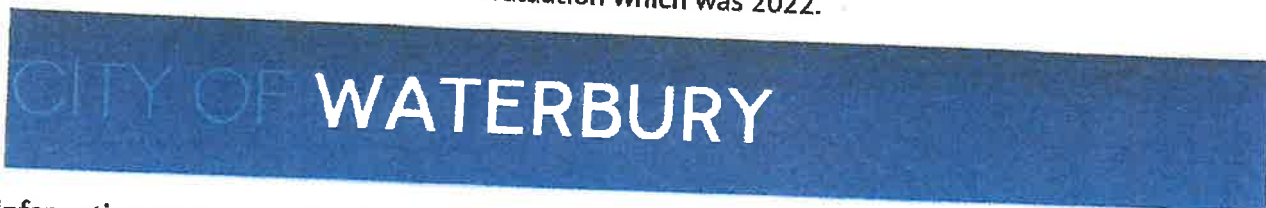
### Parcel Information

Location:	234 ORANGE ST	Property Use:	Vacant Land	Primary Use:	Residential
Unique ID:	025605710087	Map Block Lot:	0256-0571-0087	Acres:	0.1000
490 Acres:	0.00	Zone:	RM	Volume / Page:	8985/ 207
Developers Map / Lot:		Census:			

### Value Information

	Appraised Value	Assessed Value
Land	14,600	10,220
Buildings	0	0
Detached Outbuildings	0	0
<b>Total</b>	<b>14,600</b>	<b>10,220</b>

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2022.



Information on the Property Records for the Municipality of Waterbury was last updated on 9/29/2025.



### Parcel Information

Location:	238 ORANGE ST	Property Use:	Vacant Land	Primary Use:	Residential
Unique ID:	025605710088	Map Block Lot:	0256-0571-0088	Acres:	0.1000
490 Acres:	0.00	Zone:	RM	Volume /	8785/ 274
				Page:	
Developers		Census:			
Map / Lot:					

### Value Information

	Appraised Value	Assessed Value
Land	14,600	10,220
Buildings	0	0
Detached Outbuildings	0	0
Total	14,600	10,220



# Attachment F

Sample Proposal Security

# BID BOND / PROPOSAL SECURITY

KNOW ALL MEN BY THESE PRESENTS THAT WE \_\_\_\_\_  
\_\_\_\_\_(Contractor) of the town of \_\_\_\_\_ as  
principal and \_\_\_\_\_ (Bond Agent) of the town of \_\_\_\_\_ as  
Surety are held firmly bound unto the City of Waterbury, Connecticut in the penal sum of  
\_\_\_\_\_ (written amount in dollars) (\$) for  
the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

The conditions of the above obligation is such that whereas the Principal has submitted to the City of Waterbury, Connecticut a certain Bid, attached hereto and hereby made part hereof to enter into a contract in writing for the

**Project Title:**

**NOW THEREFORE,**

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid be accepted and the Principal shall execute hereto (properly completed in the accordance with said Bid) and furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therefore and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood that and agreed that the liability of the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees to that the obligations of said Surety and its bond shall in no way be impaired or affected by the extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of such extension.

**IN WITNESS WHEREOF**, The Principal and Surety have hereunto set their hands and seals and such of them as corporations have caused their corporate seal to be affixed and these presents be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ Principal By \_\_\_\_\_

\_\_\_\_\_ Surety By \_\_\_\_\_

Note: This is a sample of a Bid Bond/Proposal Security acceptable to the City. Another form may be utilized provided it is acceptable to the City of Waterbury.

## Attachment G

### Project Information



# WATERBURY LAND BANK



## **Project Summary:**

The WLB is seeking a contractor to provide a proposal for the development of two prefabricated, modular homes, duplexes, to be constructed on two contiguous but separate parcels.

In 2024, the total estimated development budget for this project was \$1,250,400.

Currently, this project has received a funding award of \$1,045,000 from HUD for hard costs, and a \$300,000 grant award from the City of Waterbury towards all costs, and \$20,000 from Webster Bank for predevelopment and soft costs.

**Proposed Construction:** Each parcel will be developed with 1 two-family residential dwelling (a duplex) with on-site parking for 3 vehicles. Please see illustration concept plan with building envelope herein. When completed, the properties will remain independent lots which will be separately sold to two homebuyers.

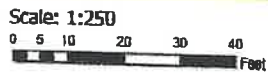
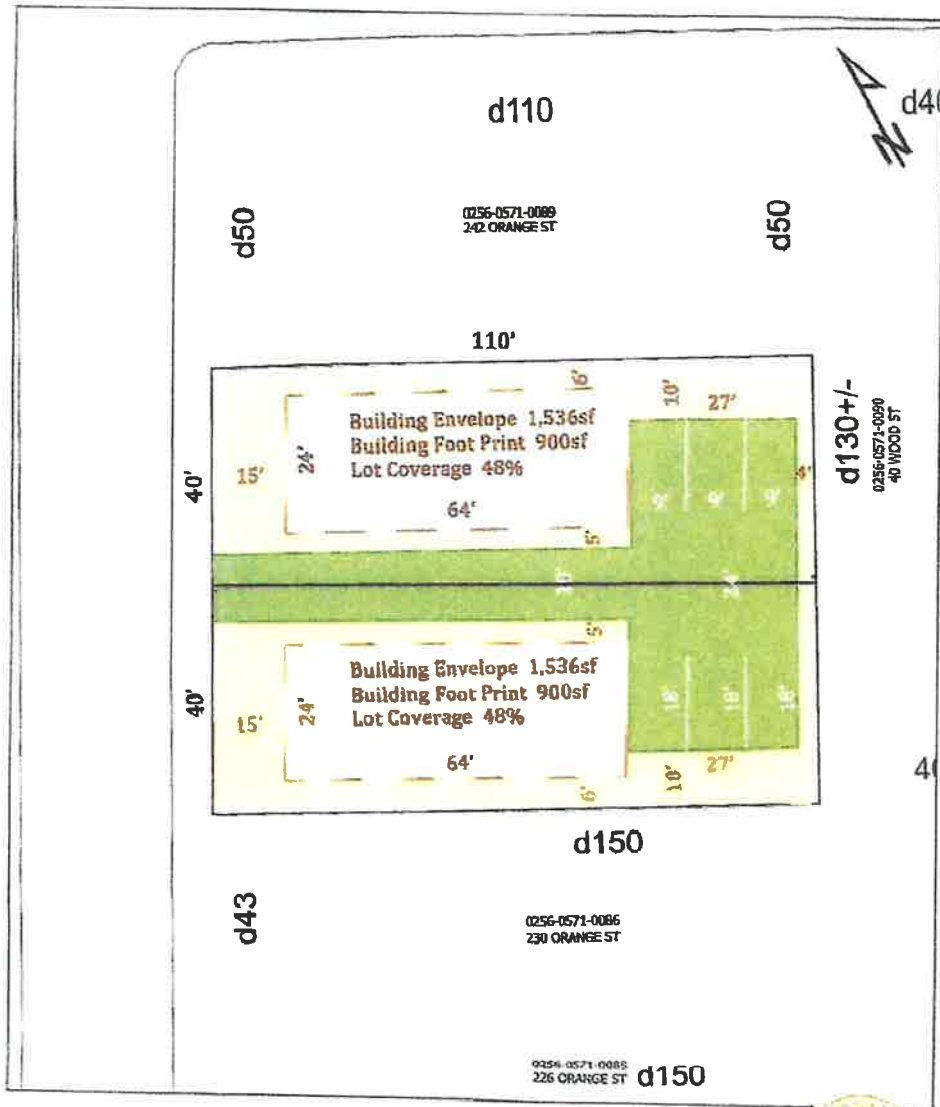
Parcel Location:	234-238 Orange Street
Tax Map ID:	0256-0571-0087, and 0256-0571-0088
Total Site Area:	<b>8,800 +/- SF</b>
Topography:	Level
Status:	Two Individual Parcels of Vacant Land; both regularly shaped
Zoning:	<b>RM</b>



# WATERBURY LAND BANK



## Concept Plan Building Envelope:



**Proposed Design Narrative:**

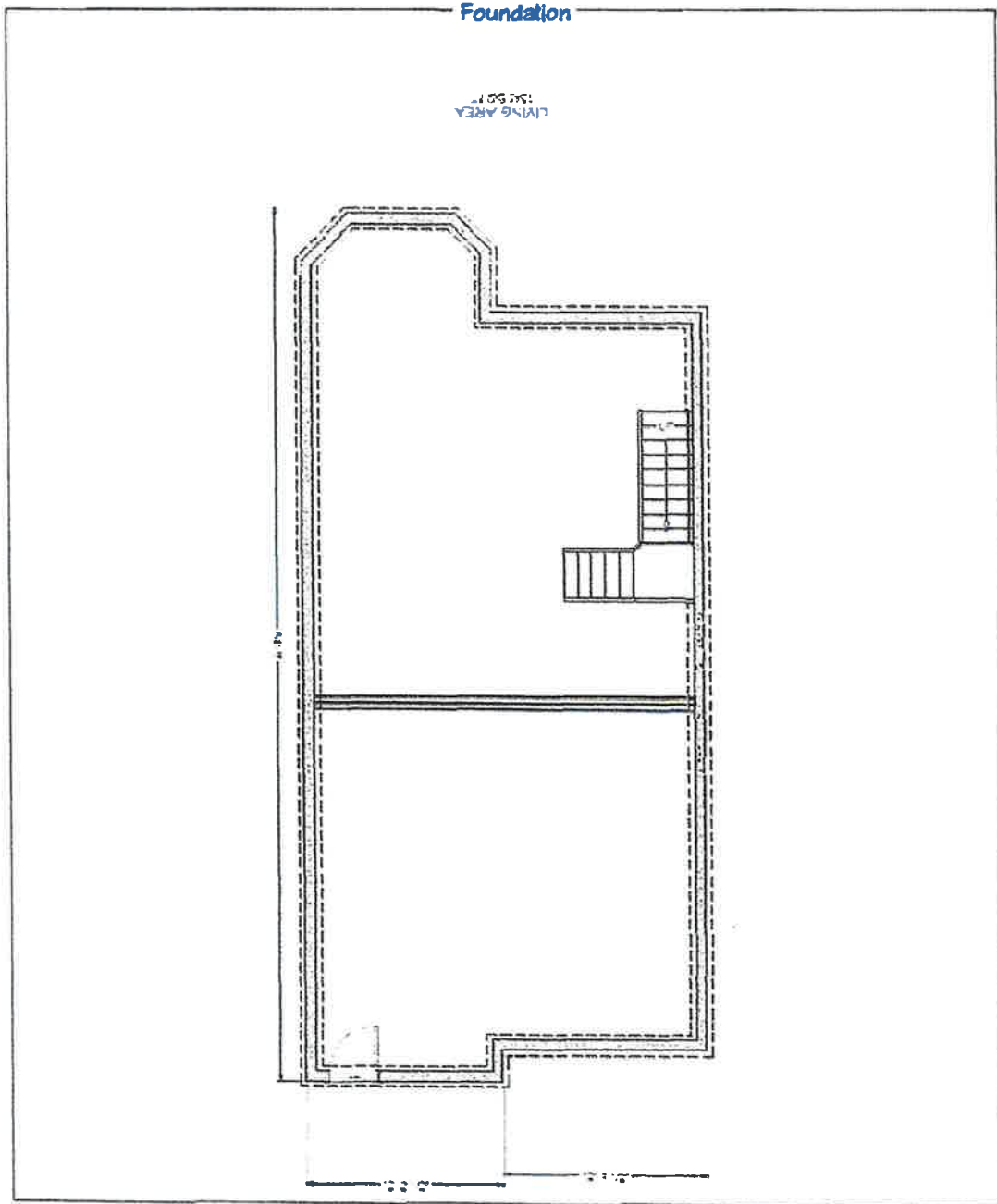
The WLB project will include infill housing development consisting of prefabricated modular units. Each unit will contain approximately 900 - 950 +/- Sq. Ft and will consist of 2- and 3-bedroom units. This is to be determined based upon the market. The width of each unit will be 24 to 25 LF with a depth of approximately 54 LF. The illustration contained herein shows a concept plan with building enveloped designed according to zoning regulations which allows for a 24-width modular unit. As we refine plans, the manufacturer will provide what designs they have in house or the WLB may design their own unit according to the required width. A request for a variance in width may be required if we go with a 25 LF modular unit.



# WATERBURY LAND BANK



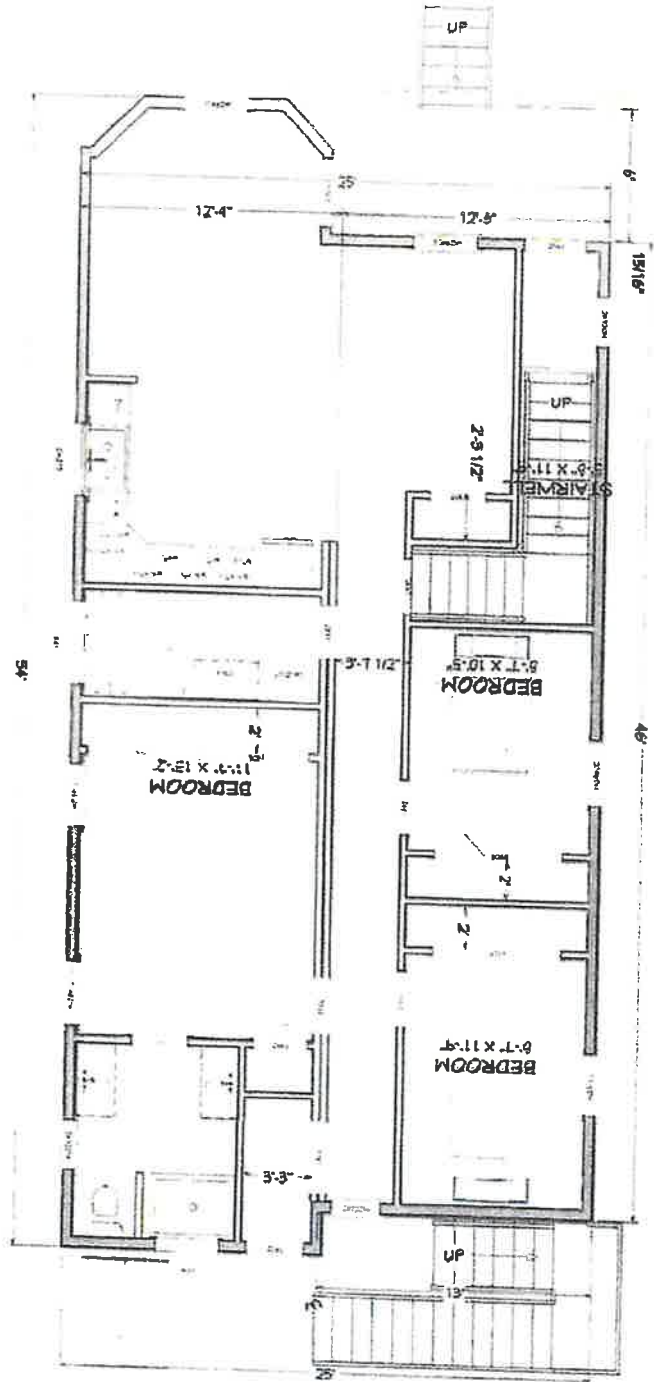
**PROPOSED Foundation Plan based upon conversations with City Planning:**



**PROPOSED SAMPLE 1ST FLOOR PLAN**

**1st Floor**

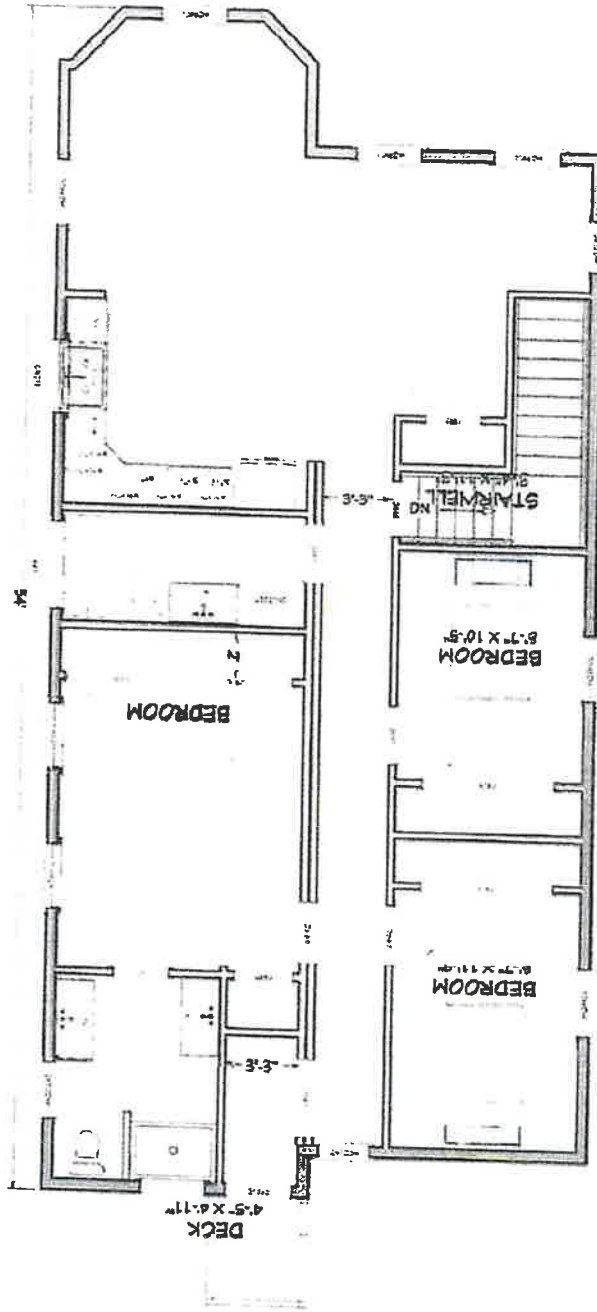
LIVING AREA  
1256 SQ FT



# PROPOSED SAMPLE 2ND FLOOR PLAN

## 2nd Floor

LIVING AREA  
1176 SQ. FT.





# WATERBURY LAND BANK



## Proposed Timeline:

Timeline: With CDS FY24 funds being awarded in first quarter of 2025, we anticipate ordering the modular units in the spring of 2025 with completion and delivery of the units by fall 2025.

Following is an estimated timeline in detail of how the modular units get processed and delivered to the site. The manufacturing timeline for each Phase of development will be comparable:

### Preparation & Preliminary Work (Around 1 Month)

Finalize design details

Secure building permits

Obtaining financing or loan approval if needed.

City Approval (4-5 Weeks)

Submit plans and documents for council approval

Site survey and engage contractors

Obtain necessary building permits

Factory Construction (7-10 Weeks)

Modular home units are constructed in a factory setting

Home is inspected for compliance with building codes

Modules are prepared for transport to site

Site Preparation (Concurrent with Factory Construction)

Foundations are prepared on the building site

Module Installation (4-6 Weeks)

Modular units are delivered and crane-set onto foundations

Units are assembled and weatherproofed

Exterior/interior finish work like painting, detailing, inspections

In total, the typical modular home construction timeline from start to finish is approximately 6-9 months, with the key factors being:

Permit approval timeframes (4-5 weeks)

Factory construction of modules (7-10 weeks)

On-site preparation and installation (8-11 weeks)

**Proposed Design Narrative:**

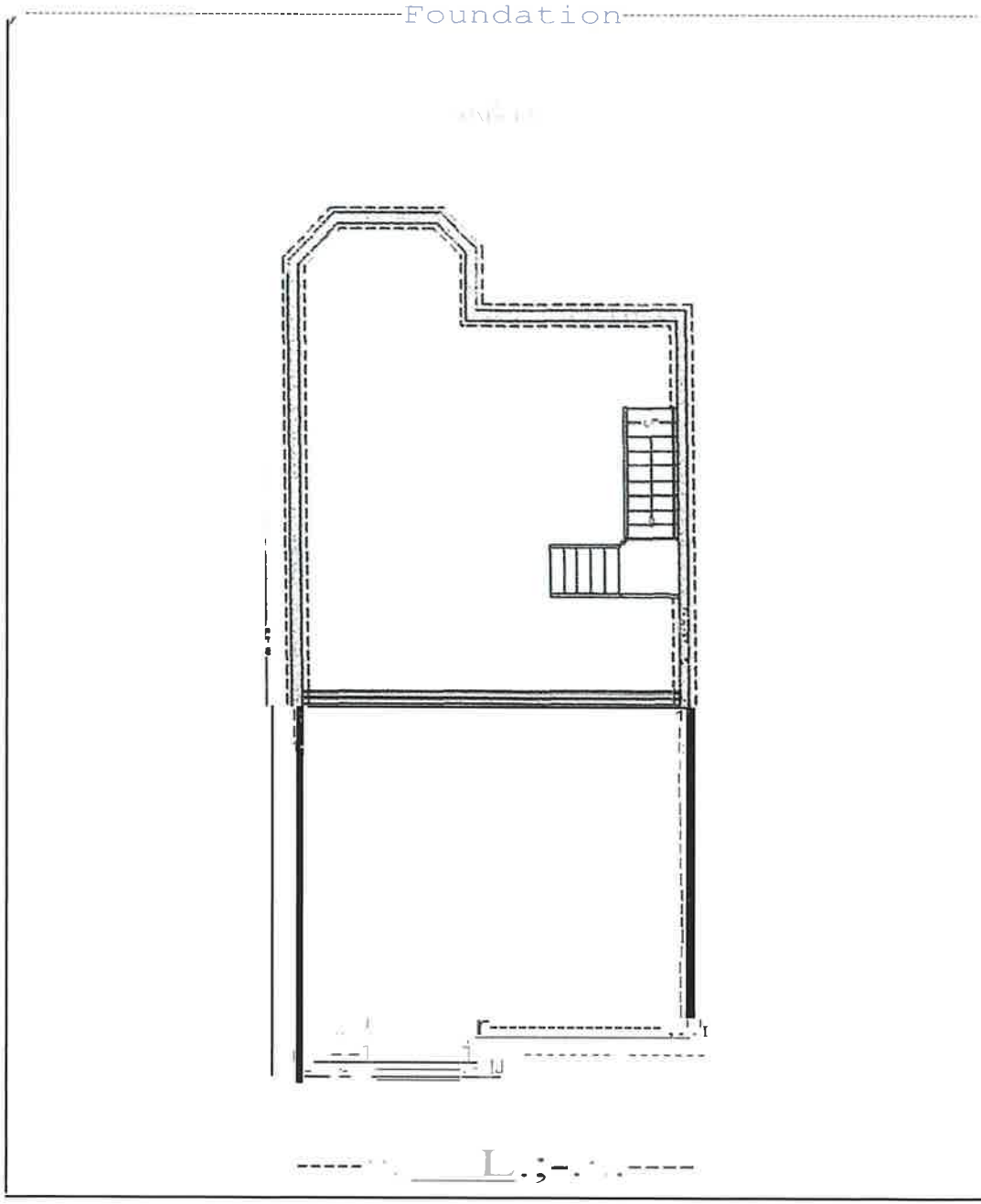
The WLB project will include infill housing development consisting of prefabricated modular units. Each unit will contain approximately 900 - 950 +/- Sq. Ft and will consist of 2- and 3-bedroom units. This is to be determined based upon the market. The width of each unit will be 24 to 25 LF with a depth of approximately 54 LF. The illustration contained herein shows a concept plan with building envelope designed according to zoning regulations which allows for a 24-width modular unit. As we refine plans, the manufacturer will provide what designs they have in house or the WLB may design their own unit according to the required width. A request for a variance in width may be required if we go with a 25 LF modular unit.



# WATERBURY LAND BANK

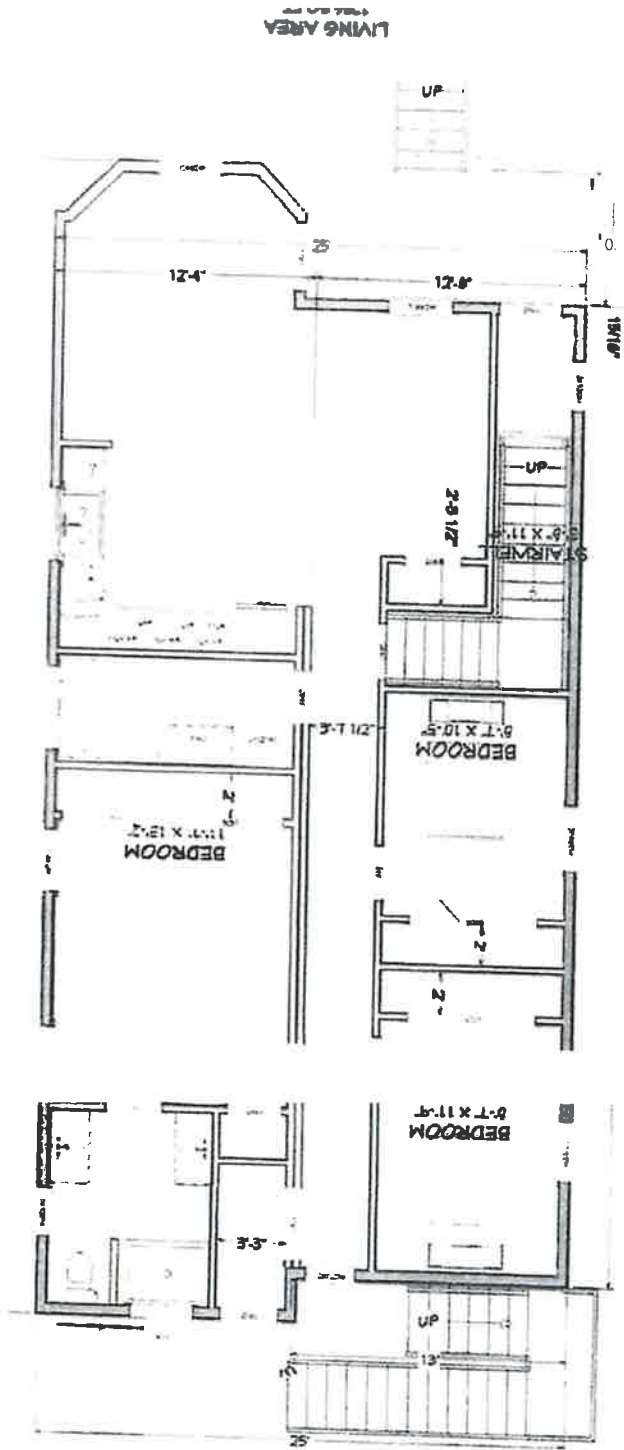


PROPOSED Foundation Plan based upon conversations with City Planning:



PROPOSED SAMPLE 1ST FLOOR PLAN

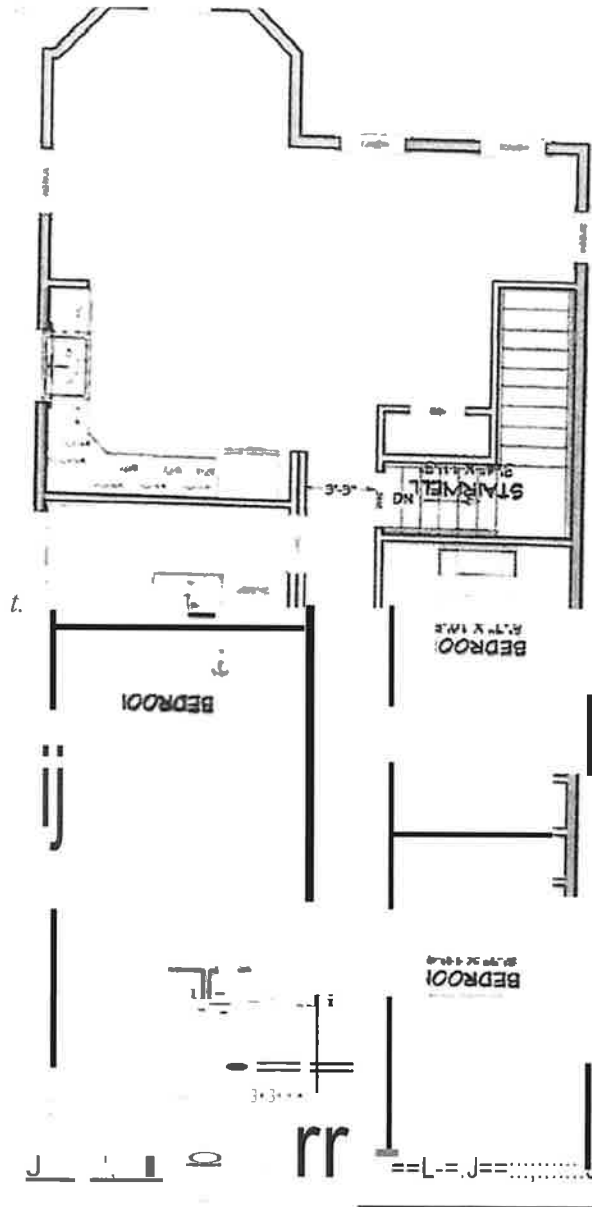
1st Floor



**PROPOSED SAMPLE 2ND FLOOR PLAN**

2nd Floor

LI 9LU  
Y:n;1t'9NIN1



LI 9LU  
Y:n;1t'9NIN1

# Attachment H

Proposer Qualification Statement

# **PROPOSER'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DIRECTOR OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office Address (if different than above): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Business Email Address: \_\_\_\_\_

Type of Organization ( <i>Check One</i> )			
<input type="checkbox"/>	Individually Owned / Sole Proprietor	<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	LLC	<input type="checkbox"/>	Other (please specify)
<input type="checkbox"/>	General Partnership		

**(NOTE: Attach separate sheets as required)**

1. How many years has your business been in operation?

\_\_\_\_\_

2. How many years has your business been operating under its present name?

\_\_\_\_\_

3. Under what other names does your business operate?

\_\_\_\_\_

\_\_\_\_\_

4. Under what former names has your business operated?

\_\_\_\_\_

\_\_\_\_\_



**PROPOSER'S QUALIFICATION STATEMENT**

5. If a Corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Registered with CT Secretary of State: **Yes / No** (Circle One)

President: \_\_\_\_\_

Vice Presidents: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Other Officers (Names and Titles): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. If an LLC, answer the following:

Date of Formation: \_\_\_\_\_

State of Formation: \_\_\_\_\_

Registered with CT Secretary of State: **Yes / No** (Circle One)

Organization: **Sole Member LLC / Multi-Member LLC** (Circle One)

Sole Member or Managing Member: \_\_\_\_\_

Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. If Individually Owned or Sole Proprietor, answer the following:

Date Business Began: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Officers and Titles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSER'S QUALIFICATION STATEMENT**

8. If the form of your business is different than those listed above, describe it and name the principals:

---

---

---

9. General Qualifications. Please describe generally the character of work performed by your business and the qualifications and capabilities of your business as they pertain to each of the areas of qualifications listed in the RFP, as well as those of the personnel identified below.

---

---

---

---

---

---

---

---

---

---

*Attach additional sheets as required.*

10. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services of the RFP.

---

---

---

---

---

---

---

---

*Attach additional sheets as required.*

11. Provide Proposer's chain of command and off-hours telephone numbers, cellular (preferred), to be used for the Project:

Superintendent: \_\_\_\_\_  
(Name / Telephone Number)

Foreman: \_\_\_\_\_  
(Name / Telephone Number)

Assistant Foreman: \_\_\_\_\_  
(Name / Telephone Number)

Other: \_\_\_\_\_  
(Name / Telephone Number)

**PROPOSER'S QUALIFICATION STATEMENT**

12. Provide the information in the spaces provided below for three (3) projects that your business has completed that are most similar to the project outlined in this RFP.

**Project #1:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Project Architect/Engineer: \_\_\_\_\_

(Best) Project Contact Phone #: \_\_\_\_\_

Month/Year Completed: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Original Contract Time Frame: \_\_\_\_\_

If not completed within Original Contract Time Frame or on Budget, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach additional sheets as required.*

**Project #2:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Project Architect/Engineer: \_\_\_\_\_

(Best) Project Contact Phone #: \_\_\_\_\_

Month/Year Completed: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Original Contract Time Frame: \_\_\_\_\_

If not completed within Original Contract Time Frame or on Budget, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach additional sheets as required.*

**PROPOSER'S QUALIFICATION STATEMENT**

**Project #3:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Project Architect/Engineer: \_\_\_\_\_

(Best) Project Contact Phone #: \_\_\_\_\_

Month/Year Completed: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Original Contract Time Frame: \_\_\_\_\_

If not completed within Original Contract Time Frame or on Budget, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach additional sheets as required.*

13. List projects on which your company is currently working that are most similar to the project outlined in this RFP.

**Ongoing Project #1:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Owner / Project Architect/Engineer: \_\_\_\_\_

(Best) Project Contact Phone #: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**Ongoing Project #2:**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Owner / Project Architect/Engineer: \_\_\_\_\_

(Best) Project Contact Phone #: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

*(NOTE: To provide information on additional ongoing projects, attach separate sheets as required.)*

**PROPOSER'S QUALIFICATION STATEMENT**

14. Provide (in figures) the percentage (%) of your annual workload that this project will represent?

\_\_\_\_\_ %

15. Other than any projects identified above, please list any contracts or purchase orders for projects completed in the last three (3) years between the your business and any agency of the City of Waterbury.

---

---

---

---

---

---

---

*Attach additional sheets as required.*

16. List the equipment available to perform the work for this Project:

---

---

---

---

---

---

---

---

---

---

---

*Attach additional sheets as required.*

17. List all subcontractors (if known) and identify work they will be performing on this project:

---

---

---

---

---

---

---

---

---

---

---

*Attach additional sheets as required.*

**PROPOSER'S QUALIFICATION STATEMENT**

18. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest in connection with providing services to the City.

---

---

---

---

---

*Attach additional sheets as required.*

19. Please respond to the following questions by circling the appropriate response. For each "YES" response, attach separate sheet providing all pertinent details and describing relevant circumstances, including dates and outcome(s).

a. Have you ever failed to complete any work awarded to you?	Yes / No
b. Have you ever defaulted on a contract?	Yes / No
c. Is there any pending litigation which could affect your business's ability to perform the services required under this RFP?	Yes / No
d. Is or has your business been named as a defendant in a lawsuit within the past five years?	Yes / No
e. Has your business ever had a contract terminated for cause within the past five years?	Yes / No
f. During the past seven years, has your business ever filed for protection under the Federal bankruptcy laws?	Yes / No
g. Are there any other factors or information that could affect your businesses ability to provide the services being sought about which the City should be aware?	Yes / No
f. Has your business received any OSHA Citations or Violations within the past three years? (Is so, please provide the details of each citation / violation on a separate sheet of paper and attach.)	Yes / No

**20. The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
Name of Authorized Official (Print or Type)

\_\_\_\_\_  
Signature of duly Authorized Official

Title: \_\_\_\_\_  
Title of Authorized Official (Print or Type)

**END OF SECTION**

# Attachment I

Sample Payment Application Forms

**APPLICATION AND CERTIFICATE FOR PAYMENT**

From: (Contractor)	PROJECT:	Payment Application No. _____
	Purchase Order No.:	Period To: _____
	Vendor No.:	Project Number: _____
TO: (Owner):	VIA: (Inspector):	_____
<b>City of Waterbury</b>	<b>City of Waterbury</b>	CTDOT/FAP NO.: <b>N/A</b>

185 South Main Street			
Waterbury, Connecticut 06706			
<b>CONTRACT TIME</b>		<b>CHANGE ORDER SUMMARY</b>	
	Substantial Completion Date:	Additions	(Deductions)
	Final Completion Date:		
	Additional Days Approved this <b>0 Days</b>		
Days	Date Approved		

Contract Execution Date: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in conjunction with the Contract. Detailed continuation sheet(s) with line items, quantities and costs are attached.

1. ORIGINAL CONTRACT SUM	\$ _____
2. Net Change by Change Orders	\$ _____
3. Contract Sum to Date (Line 1 + 2)	\$ _____
4. Total Completed & Stored to Date	\$ _____
5. Retainage this period:	
5.0% % of Completed Work	a. \$ _____
5.0% % of Stored Material	b. \$ _____
c. Total Retainage (Line 5a plus 5b)	\$ _____
6. Total Earned Less Retainage (Line 4 less 5c.)	\$ _____
7. Less Previous Certificates for Payment	\$ _____
8. Current Payment Due (Line 6 less Line 7)	\$ _____
9. Balance To Finish, Excluding Retainage (Line 3 less 4)	\$ _____

Totals

Net Change by Change Orders

**INSPECTOR'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising within this application, the Inspector certifies to the Owner that to the best of the Inspector's knowledge, information, and belief the work has progressed as indicated, the quality of the work is in general accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

Amount Certified \$ \_\_\_\_\_

Attach explanation if amount certified differs from Current Payment Due, (8)

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Engineering Inspector**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Waterbury**

State of: Connecticut County of: New Haven

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_

Notary Public: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

My Commission Expires:

# **Attachment J**

## **Cost Proposal**

**REQUEST FOR PROPOSAL (#8632)**

**BY THE CITY OF WATERBURY ON BEHALF OF  
THE WATERBURY LAND BANK AUTHORITY  
FOR THE W.O.W. NEIGHBORHOOD REVITALIZATION PROJECT**

**ATTACHMENT J - COST PROPOSAL**

**(Must be submitted as part of RFP # 8632 response in a separate sealed envelope, marked "Confidential: Price .")**

Date: \_\_\_\_\_

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

\_\_\_\_\_  
(Print or Type Company/Corporate Name)

\_\_\_\_\_  
(Print or Type Business Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**Cost Proposal Assumptions:**

Number of duplexes: 2  
Number of Units: 4  
Sq Ft Per Unit: 900 to 950 SF  
Unit Layout: 3 bedrooms/ 1 bathroom per unit  
Land Area Per Lot: 4,400 SF  
Parking Spaces Per Lot: 3

CONSTRUCTION COST & TOTAL PROJECT COST PROPOSAL *				
Cost Category	Cost/SF	\$/Unit	# Units	Total Cost (\$)
<b>HARD COSTS — Base Construction</b>				
Modular Factory Cost				
Factory Delivery & Set				
Foundation (with crawl space)				
Utility Connections				
HVAC (site)				
Finish Work & Punch-list				
<b>Total Hard — Base Construction</b>		-		-
<b>HARD COSTS — Sitework &amp; Land</b>				
Site Preparation / Grading				
Driveway & Parking				
Landscaping				
Permits & Fees				
Survey & Engineering				
Environmental / Testing - PHASE 1 PROVIDED				
<b>Total Hard — Sitework &amp; Land</b>				-
<b>TOTAL HARD COSTS</b>				-
<b>SOFT COSTS</b>				
Architecture & Design				
Legal				
Accounting / Tax Advisory				
Marketing & Sales				
Contingency		%		
Developer Fee		%		
<b>TOTAL SOFT COSTS</b>				
<b>TOTAL PROJECT COST PROPOSAL *</b>				
Total Cost / SF				
Total Cost / Unit				

**\* Cost proposal is for costs associated with the construction of two prefabricated, modular duplexes. The total number of units is 4, and the estimated square foot area for each unit will be 900 SF. The land area for each parcel is 4,400 SF. Please refer to **Attachment G** for building envelope sketch.**

**TOTAL PRICE - (Sum of Total Amounts for Proposal Items set out above):**

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents

(Amount In Words)

\$ \_\_\_\_\_

(Amount In Figures)

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number  
(Print or Type)

\_\_\_\_\_  
Company/Corporate Name (Print or Type)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Authorized Official (Print or Type)

\_\_\_\_\_  
Title of Authorized Official (Print or Type)

Proposer shall provide Proposer's Contact Information below:

# Attachment K

HUD Section 3 Documentation



---

**Special Attention of:**

CPD Division Directors  
All HOME Coordinators  
All HOME Participating Jurisdictions  
All Housing Trust Fund Coordinators  
All Housing Trust Fund Grantees

**Notice:** CPD-21-07

Issued: July 15, 2021

Expires: **This NOTICE is effective until it is amended, superseded, or rescinded**

Cross Reference: 24 CFR Part 75

---

Subject: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, final rule requirements for HOME and HTF projects

**Table of Contents**

**I. PURPOSE** ..... 2

**II. BACKGROUND** ..... 2

**III. APPLICABILITY** ..... 3

**IV. TIMELINE FOR IMPLEMENTATION**..... 3

    A. Effective Date ..... 3

    B. Compliance Date ..... 3

**V. TRACKING LABOR HOURS** ..... 4

    A. Section 3 Worker ..... 5

    B. Targeted Section 3 Worker ..... 6

    C. Section 3 Business Concern ..... 6

**VI. DOCUMENTING COMPLIANCE** ..... 8

    A. Benchmarks ..... 8

    B. Reporting ..... 9

    C. Qualitative Efforts ..... 11

**VII. HUD MONITORING**..... 12



## I. PURPOSE

This notice provides guidance to HOME Investment Partnerships Program (HOME) participating jurisdictions (PJs) and Housing Trust Fund (HTF) grantees, collectively referred to as grantees, on the requirements for Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3) that apply to HOME and RTF-assisted rehabilitation or construction projects. This notice outlines the key changes made by the notice, "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," published in the Federal Register on September 29, 2020 (the "final rule") and provides guidance for tracking and reporting compliance with the new requirements.

## II. BACKGROUND

Section 3 contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

On September 29, 2020, HUD published the final rule entitled "Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 61524) and a companion notice, titled "Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 60907) that outlines the numeric goals for compliance (**the** "benchmark notice") in the Federal Register. Prior to the publication of the final rule and benchmark notice, HUD had been operating under the Section 3 interim rule (24 CFR Part 135) **which** was published in 1994.

The final rule which can be found at 24 CFR part 75 became effective on November 30, 2020. The final rule simplifies the Section 3 regulations and establishes that Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance **when** the total amount of assistance to the project exceeds a project threshold of \$200,000, or \$100,000 when the assistance is from HUD's Lead Hazard Control and Healthy Homes programs, as authorized under Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 USC 4801 et. seq). The final rule also improves alignment with current business practices by requiring the reporting of labor hours rather than new hires. Additionally, the final rule streamlines the reporting process and establishes HUD program office oversight to reduce administrative burden and make the rule more effective.

### III. APPLICABILITY

The final rule established an applicability threshold of \$200,000 for housing rehabilitation, housing construction, and other public construction projects assisted with certain HUD funds. Therefore, Section 3 requirements apply to a housing construction or rehabilitation project that receives over \$200,000 in total housing and community development financial assistance from HUD programs. Applicable housing and community development programs include but are not limited to Community Development Block Grant (CDBG), Community Development Block Grant- Disaster Recovery (CDBG-DR), HOME, HTF, Emergency Solutions Grants (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Section 202 Direct Loan Program for Housing for the Elderly or Handicapped, Section 811 Supportive Housing for Persons with Disabilities, , and other HUD Notice of Funding Opportunity (NOFO) grants. While Section 3 applies to public construction projects such as CDBG-funded projects, the requirements do not apply to HOME or RTF projects that do not include housing rehabilitation or new construction (e.g. funds used for direct homebuyer assistance or tenant-based rental assistance).

**In accordance with 24 CFR 75.3, the Section 3 requirements apply based on the amount of HUD housing and community development funding provided by a single program or from a combination of one or more different applicable HUD programs exceeding the \$200,000 threshold.** For example, if a project is funded with \$101,000 of HOME funds and \$100,000 of HTF funds, then it exceeds the applicability threshold of \$200,000 and the grantee must impose the Section 3 requirements.

**Section 3 requirements apply to the entire project, not just the HUD-financed portion.** If a HOME or HTF project receives more than \$200,000 of HUD funding for housing rehabilitation or construction, then Section 3 requirements are triggered and apply to all hiring efforts made during construction, including efforts that are financed by other, non-HUD sources of funds. All contractors and subcontractors must be made aware of the need to comply with Section 3 requirements.

### IV. TIMELINE FOR IMPLEMENTATION

#### A. EFFECTIVE DATE

**The final rule became effective on November 30, 2020.** As of November 30, 2020, the requirements of the interim rule, 24 CFR part 135, were no longer in effect. Projects with HOME and RTF commitments made before November 30, 2020, must continue to comply with the requirements of the interim rule.

#### B. COMPLIANCE DATE

The regulations are applicable to Section 3 projects for which assistance or funds are committed on or after July 1, 2021. Grantees must implement the updated Section 3 requirements by July 1, 2021, including the reporting requirements at 24 CFR 75.25. HOME and HTF grantees must report Section 3 data in HUD's Integrated Disbursement and

Information System (IDIS). While the effective date of the final rule was November 30, 2020, HUD expected grantees to transition to the updated 24 CFR part 75 requirements and revise their policies and procedures and systems to comply with the requirements of the final rule and to make the necessary changes in IDIS by July 1, 2021. Due to this, HUD will not enforce compliance with the final rule's reporting requirements until July 1, 2021. This means that grantees are not required to report Section 3 data for any project to which HOME and HTF funds were committed or any project that was completed after November 30, 2020 and before July 1, 2021. Grantees must, however, keep all files associated with Section 3 projects with commitments made after November 30, 2020, but before July 1, 2021, or completed between November 30, 2020, and July 1, 2021, to demonstrate that projects comply with the requirements of the final rule.

Grantees will be unable to input Section 3 data into IDIS for projects with commitments prior to July 1, 2021.

<b>Commitment Date</b>	Before 11/30/2020	On or After 11/30/2020 but before 7/1/2021	On or After 7/1/2021
<b>Applicable Regulations</b>	24 CFR Part 135	24 CFR Part 75	24 CFR Part 75
<b>Reporting Requirement</b>	Reporting requirements apply and grantee must retain documentation demonstrating compliance in project file with interim rule	No reporting requirements but grantees must retain documentation demonstrating compliance with final rule in project file	Report compliance data in IDIS at project completion

## V. TRACKING LABOR HOURS

The final rule introduces several new concepts and definitions to align the rule more closely with the statutory priorities for hiring and contracting and with grantee current practices. The most significant change is the switch from tracking and reporting new hires and contracts to tracking and reporting labor hours. "Labor hours" means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance in accordance with 24 CFR 75.5. The final rule's focus on labor hours seeks to measure total actual employment and the proportion of the total employment performed by low- and very low-income workers. In addition, the change to tracking labor hours emphasizes continued and long-term employment. The focus on labor hours creates an incentive for employers to invest in and retain their workers.

Under the final rule at 24 CFR 75.25, grantees are required to report the total labor hours for three categories of workers on the project: all workers, Section 3 workers, and Targeted Section 3 workers. The definitions established in 24 CFR 75.5 for "Section 3 worker," "Targeted Section 3 worker," and "Section 3 business concern" were created to simplify grantee reporting

and better align with statutory priorities. These categories of workers are also used to establish benchmarks which will serve as safe harbors for compliance as discussed in Section VI of this notice.

Grantees must include language applying Section 3 requirements in *any* agreement or contract for a Section 3 project and must require contractors and subcontractors to meet the requirements of the final rule, *regardless* of whether Section 3 language is included in their agreements or contracts.

#### **A. SECTION 3 WORKER**

The new definition of Section 3 worker implements the statutory requirement that grantees ensure that job and contracting opportunities arising in connection with a HOME or HTF-assisted construction project are provided to Section 3 workers or Section 3 business concerns, to the greatest extent feasible. In accordance with the final rule, a Section 3 worker is a worker who currently fits or, when hired within the past five years, fits at least one of the following categories:

1. Is a low or very low-income person that met HUD income limits for the previous or annualized calendar year. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>
2. Is employed by a Section 3 business concern (defined in Section C), or
3. Is a YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

Grantees may count Section 3 workers' labor hours for five years from when their status as a Section 3 worker is established pursuant to 24 CFR 75.31. For purposes of reporting the labor hours for Section 3 workers, an employer may choose whether the workers are defined as Section 3 workers for a five-year period at the time of the workers' hire, or when the workers are first certified as meeting the Section 3 worker definition. The five-year period for a worker cannot begin before November 30, 2020, the effective date of the final rule.

Pursuant to 24 CFR 75.31, for a worker to qualify as a Section 3 worker, an employer must maintain one of the following records from the time the worker is certified as meeting the Section 3 worker definition for the five-year period or from the time of hire (if hired within the last five years):

1. A worker's self-certification that their income is below HUD's income limit from the prior calendar year.
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8- assisted housing.
3. Certification from a PHA, or an owner or property manager of project-based Section 8-assisted housing, or an administrator of tenant-based Section 8- assisted housing that the worker is a participant in one of their programs.

4. An employer's certification that a worker's income from that employer is below HUD's income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
5. An employer's certification that the worker is employed by a Section 3 business concern.

### **Special Case: Professional Services**

Professional service jobs are defined in 24 CFR 75.5 of the final rule as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. Therefore, the labor hours worked for professional services jobs are NOT to be included in the total labor hours worked on the project and were not considered in the development of benchmarks. However, if employees in professional services roles meet the definition of a Section 3 worker or Targeted Section 3 worker, their labor hours can be reported in the applicable Section 3 worker or Targeted Section 3 worker labor hour category. By structuring the requirements in this way, the final rule incentivizes grantees and contractors to hire Section 3 or Targeted Section 3 workers for professional services jobs without creating undue burden if qualified Section 3 workers are not available to fill these roles.

## **B. TARGETED SECTION 3 WORKER**

The Section 3 statute requires certain recipients to prioritize their efforts to direct employment and economic opportunities to specific groups of low- and very low-income individuals. The new definition of Targeted Section 3 worker was created to reflect both statutory and policy priorities that HUD wishes to specifically track. A Targeted Section 3 worker for HOME and HTF is a worker who meets the definition of a Section 3 worker plus one of the following:

1. A worker employed by a Section 3 business concern (defined below), or
2. A worker who currently fits or, when hired, fit at least one of the following categories, as documented within the past five years:
  - a. Living within the service area or the neighborhood of the project (defined below)
  - b. A YouthBuild participant.

In 24 CFR.. 75.5, the final rule defines the service area or the neighborhood of the project as "an area Within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census."

For a worker to qualify as a Targeted Section 3 worker, there must be evidence that the worker meets at least one of the categories in the definition. Therefore, in addition to the documentation certifying that the worker meets the definitions of a Section 3 worker, one of the following sources of documentation must be maintained:

1. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
2. An employer's certification that the worker is employed by a Section 3 business concern; or
3. A worker's self-certification that the worker is a YouthBuild participant.

If a HOME- or HTF-assisted Section 3 project is combined with public housing financial assistance, for purposes of the HOME or HTF reporting, the grantee has the option under 24 CFR 75.29 (Multiple Funding Sources) of following the public housing definition of Targeted Section 3 worker at 24 CFR 75.11 to simplify project reporting.

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

1. A worker employed by a Section 3 business concern, or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing or Section 8-assisted housing
  - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
  - c. A YouthBuild participant

For a worker to qualify as a Targeted Section 3 worker under the public housing financial assistance definition, there must be evidence that the worker meets at least one of the categories in the definition. Therefore, in addition to the documentation certifying that the worker meets the definitions of a Section 3 worker, one of the following sources of documentation must be maintained

1. An employer's certification that the worker is employed by a Section 3 business concern; or
2. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
3. A certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
4. A worker's self-certification that the worker is a YouthBuild participant.

## C. SECTION 3 BUSINESS CONCERN

The statute creates a contracting priority for businesses that provide economic opportunities for low- and very low-income workers. To implement this priority, the final rule includes labor hours worked by Section 3 business concern employees to count towards benchmarks for Section 3 workers and Targeted Section 3 workers. HUD also created a new Section 3 business concern definition that incorporates the change to labor hours and increases the threshold of work performed by a business by low- and very low-income workers given the final rule's inclusion of all Section 3 business concern employees' labor hours in the definition of both Section 3 workers and Targeted Section 3 workers. Grantees must certify that they are making efforts to prioritize contracting with Section 3 business concerns and are responsible for verifying that businesses meet the definition of a Section 3 business concern.

A Section 3 business concern is now defined in 24 CFR 75.5 as a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51% owned and controlled by low or very low-income persons,
2. Over 75% of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
3. It is at least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

## VI. DOCUMENTING COMPLIANCE

The final rule at 24 CFR 75.23 requires HUD set Section 3 benchmarks by publishing a notice, subject to public comment, in the Federal Register. These benchmarks provide grantees a safe harbor by defining the percentage of labor hours worked by Section 3 workers and Targeted Section 3 workers on a project to be in compliance. If a grantee certifies to the prioritization of effort in 24 CFR 75.19 and meets or exceeds the Section 3 benchmarks, then the grantee will be considered to have complied with the requirements in the final rule (i.e., met the safe harbor), in the absence of evidence to the contrary. If a grantee does not meet requirements of 24 CFR 75.23's Section 3 safe harbor, HUD will require additional qualitative reporting to demonstrate compliance with the rule.

### A. BENCHMARKS

The final rule requires grantees to track and report the labor hours worked on Section 3 projects. HUD published the [benchmark notice](#) in the Federal Register to establish initial numeric goals, or benchmarks, to measure grantee compliance with the final rule. Publishing the numeric benchmarks in a separate notice from the final rule provides HUD with the flexibility to update the goals as needed. HUD plans to review and update the benchmarks at least once every three years through notice in the Federal Register.

The **final** rule at 24 CFR 75.25(a) requires grantees to report the following hours (including total **hours** worked by all contractors and subcontractors) for Section 3 projects:

1. The total number of labor hours worked by all workers;

2. The total number of labor hours worked by Section 3 workers; and
3. The total number of labor hours worked by Targeted Section 3 workers.

If time and attendance reporting is not required, grantees may report to HUD using a good faith assessment. Grantees can report their own labor hours or that of a contractor, or subcontractor based on the employer's good faith assessment of the labor hours of an employee informed by the employer's existing salary or time and attendance-based payroll systems.

The benchmark notice establishes the current benchmarks that are applicable for a HOME or RTF Section 3 project where the total amount of HUD assistance to the project exceeds a threshold of \$200,000, which are:

1. Benchmark 1: Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Section 3 workers

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

AND

2. Benchmark 2: Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project must be done by Targeted Section 3 workers

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

**Exam.J!le**

Springfield commits \$300,000 of HOME funds to ABC Developers to rehabilitate a multifamily rental building. By committing an amount above the \$200,000 threshold, the Section 3 requirements apply to this project. In accordance with 24 CFR 92.504(c)(3)(vi) and 24 CFR 92.508(a)(7)(xi), Springfield's HOME written agreement with ABC Developers requires that ABC Developers must report to Springfield at project completion (1) the total *Labor hours*, (2) the total *Section 3 Labor hours*, and (3) the total *Targeted Section 3 Labor hours* on the project.

ABC Developers is responsible for collecting labor hour data from all contractors and subcontractors it hires to complete the project. Upon project completion, ABC Developers reports to Springfield that a total of 5,000 labor hours were worked on the project. Of that total, 1,300 were worked by employees who self-certified as Section 3 workers. Additionally, 300 of those 1,300 hours were performed by workers who lived within a one-mile radius of the work site. Springfield has met the project-level Section 3 Benchmarks and reports the following data in IDIS at completion:

Total Labor Hours	5,000	
Section 3 Labor Hours	1,300	26%
Targeted Section 3 Labor Hours	300	6%

**B. REPORTING**

HUD will no longer require Section 3 compliance data to be reported annually in the Section 3 Performance Evaluation and Reporting System (SPEARS) for HOME and HTF projects. The previous reporting modules in SPEARS will be decommissioned in 2021. While the final rule requires annual reporting on Section 3 compliance, to simplify compliance with the reporting requirements of the final rule, grantees will report project level data in IDIS. The Section 3 reporting data fields will be available on the JDIS activity accomplishment screens and in the Consolidated Annual Performance and Evaluation Report (CAPER) beginning July 1, 2021. Grantees will be required to enter Section 3 applicability and data before a HOME or HTF rehabilitation or new construction project can be marked as complete in IDIS. The data reported at the activity level in IDIS will populate into the CAPER and a Section 3 Microstrategy report (available through IDIS), eliminating the need for a separate annual Section 3 reporting system. When grantees submit their CAPER, they will fulfill the final rule's requirement for annual reporting. The Section 3 Microstrategy report can also be used to track compliance at the project level.

When an activity is set-up in IDIS, grantees must indicate whether it is subject to Section 3. If a grantee indicates that the activity is subject to Section 3 during set-up, IDIS will generate Section 3 reporting fields on the activity completion screens. The Section 3 reporting fields will only populate in IDIS if the grantee indicates that the activity has a Written Agreement

Execution Date (previously called Initial Funding Date) of July 1, 2021, or later. The Section 3 reporting fields include total labor hours worked, Section 3 labor hours worked, and Targeted Section 3 labor hours worked. When grantees enter labor hour data, IDIS will calculate the percentage of Section 3 labor hours worked and the percentage of Targeted Section 3 labor hours worked out of all labor hours worked. IDIS will also indicate whether the established benchmarks (25% Section 3 worker hours, 5% Targeted Section 3 worker hours) were met.

If both benchmarks are met, no further reporting is required on that activity, as HUD will consider the activity to be in full compliance with Section 3. If either of the Section 3 benchmarks *is not met*, IDIS will require further reporting on the qualitative efforts that were made to try and reach the benchmarks (see Section C).

<b>ExamJ!Jes</b>			
		Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours	100		
Section 3 Worker Hours	25	25%	Yes
Targeted Section 3 Worker Hours	5	5%	Yes

		Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours	100		
Section 3 Worker Hours	20	20%	No
Targeted Section 3 Worker Hours	1	1%	No

### **C. QUALITATIVE EFFORTS**

If a grantee does not meet the benchmarks but can provide evidence that it has made qualitative efforts to provide low- and very low-income persons with employment and training opportunities, then the grantee will be considered compliant with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

The final rule at 24 CFR 75.25 provides a list of qualitative efforts that demonstrate what HUD considers to be efforts to comply with the Section 3 benchmarks. If benchmarks were not met for a project, IDIS will display a checklist of the qualitative efforts from 24 CFR 75.25 on the activity completion screen. A grantee must select at least one option from the list that best describes their efforts or describe their efforts in a box labelled "other" to proceed to the next activity completion screen. Grantees must also maintain records in their project files to document the efforts they report in IDIS.

The checklist displayed in IDIS for qualitative efforts includes the following options:

- Outreach efforts to generate job applicants who are Public Housing Targeted Workers.
- Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- Direct, on-the job training (including apprenticeships).
- Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- Technical training such as arranging for, contracting for, or paying tuition for, off-site training.
- Outreach efforts to identify and secure bids from Section 3 business concerns.
- Technical assistance to help Section 3 business concerns understand and bid on contracts.
- Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided or connected residents with assistance in seeking employment, including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- Held one or more job fairs.
- Provided or connected residents with supportive services that can provide direct services or referrals.
- Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- Assisted residents with finding childcare.
- Assisted residents to apply for/or attend community college or a four-year educational institution.
- Assisted residents to apply for or attend vocational/technical training.
- Assisted residents to obtain financial literacy training and/or coaching.
- Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Provided or connected residents with training on computer use or online technologies.
- Other. Specify:

IDIS provides an empty text box next to "Other" to give grantees the option of entering a description about efforts taken that are not included in the list of qualitative efforts provided. Examples of qualitative efforts not included in the checklist displayed in IDIS are:

- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching, etc.);
- Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses; or,
- Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

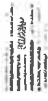
## **VII. HUD MONITORING**

The final rule establishes that the HUD program offices providing the financial assistance will perform Section 3 oversight. As part of this new oversight responsibility, Community Planning and Development (CPD) representatives in HUD field offices will monitor Section 3 compliance as part of the existing CPD onsite or remote monitoring process using exhibits in the CPD Monitoring Handbook. HUD may make findings and impose appropriate remedies and sanctions in accordance with the program's regulations.

To prepare for potential monitoring, grantees must keep records demonstrating compliance with Section 3 requirements on a project-level basis. Grantees are required to establish and maintain documentation to demonstrate that workers on Section 3 projects meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. This includes requiring written reports from developers or contractors summarizing the totals for Labor hours and Section 3 worker Labor hours and documentation from employees or employers certifying that they met the Section 3 worker definitions (see Section V). Any information that is entered into !DIS must have written documentation demonstrating accuracy of the data. Additionally, grantees must retain documentation that ensures that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period. Documentation must be maintained for five years following project completion.

# Attachment L

HUD's Grant Guide  
(Sections 3.1 and 3.2)



**FY2024  
ECONOMIC DEVELOPMENT INITIATIVE -  
COMMUNITY PROJECT FUNDING**

**GRANT GUIDE**

(In accordance with the  
Consolidated Appropriations Act, 2024, P.L. 118-42 and  
the Further Consolidated Appropriations Act, 2024, P.L. 118-47)

**VERSION 1.0**

August 19, 2024

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Office of the Deputy Assistant Secretary for Economic Development  
Office of Economic Development  
Congressional Grants Division  
Washington, DC 20410

# FY2024 Community Project Funding Grant Guide (Version 1.0)

## Table of Contents

<b>SECTION 1: BACKGROUND AND PURPOSE.....</b>	<b>4</b>
<b>SECTION 2: GRANT AWARD PROCESS AND INSTRUCTIONS .....</b>	<b>6</b>
2.1 Grant Award Process.....	6
2.2 DRGR Overview.....	8
2.2.1 How to Create A DRGR Account.....	9
2.2.1.1 How to Request New User(s).....	9
2.2.1.2 Creating Roles in DRGR.....	10
2.2.2 Verify Your UEI & Tax Identification Number {TIN}.....	11
2.2.3 How to Complete Your Grant Package.....	12
2.2.3.1 Project Manager.....	14
2.2.3.2 Additional Point(s) of Contact.....	15
2.2.3.3 Responsible Entity's Contact Information.....	15
2.2.3.4 Congressional District(s).....	16
2.2.3.5 Subrecipient(s).....	17
2.2.3.6 Project Scope.....	18
2.2.3.7 Project Narrative.....	18
2.2.3.8 Project Location.....	20
2.2.3.9 Funding Narrative.....	21
2.2.3.10 Project Activities.....	22
2.2.3.11 Grantee's Fiscal Year.....	22
2.2.3.12 Project Budget.....	23
2.2.3.13 CPF Budget.....	23
2.2.3.14 Indirect Cost Rate.....	24
2.2.3.15 Disclosures.....	26
2.2.3.16 Environmental Review Status.....	27
2.2.3.17 Disclosure of Lobbying Activities.....	28
2.2.3.18 Assurances.....	30
2.2.3.19 Direct Deposit.....	30
2.2.3.20 Annual Single Audit.....	32
2.2.3.21 Miscellaneous.....	32
2.2.3.22 Validating Grant Package.....	32
2.2.3.23 Submitting Grant Package.....	33
2.3 Detailed Instructions.....	37
2.3.1 Grant Award Conditions.....	37
2.3.2 Requesting Changes to Approved Project Narrative or Budget.....	37
2.3.3 SF-424: Application for Federal Assistance.....	38

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

<b>SECTION 3: FEDERAL REQUIREMENTS</b> .....	<b>40</b>
3.1 Requirements Under the Consolidated Appropriations Act, 2024 (P.L. 118-42) and Further Consolidated Appropriations Act, 2024 (P.L. 118-47) .....	40
3.2 Cross Cutting Federal Requirements .....	41
3.3 Detailed Environmental Review Guidance for FY2024 CPF Grants.....	55
3.3.1 Contacts and Project-Specific Assistance .....	55
3.3.2 Legal Framework and Policy.....	55
3.3.3 CPF Environmental Review Scenarios.....	58
3.3.4 Resources .....	62
3.4 Build America, Buy America (BABA) Act Guidance for FY2024 CPF Grants.....	64
<b>SECTION 4: CONTACT INFORMATION FOR GRANT OFFICERS, SYSTEM OFFICERS, AND REGIONAL ENVIRONMENTAL OFFICERS</b> .....	<b>65</b>
<b>SECTION 5: ATTACHMENTS</b> .....	<b>66</b>
Attachment 1: Grant Agreement Submission Checklist.....	67
Attachment 2: <i>Direct Deposit Sign-Up Form</i> (SF-1199A) .....	68
Attachment 3: <i>Change of Address Request</i> (HUD-27056) Form.....	69
Attachment 4: Ask-A-Question (AAQ): Technical Assistance Guide.....	70
Attachment 5: CPF Frequently Asked Questions (FAQs) .....	72
Attachment 6: Sample Narrative Outline and Example.....	Atflath
Attachment 7: Sample Budget.....	77

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **SECTION 1: BACKGROUND AND PURPOSE**

The Consolidated Appropriations Act, 2024, and the Further Consolidated Appropriations Act, 2024, ("the FY2024 Acts") provide \$3,289,054,336 in Economic Development Initiative (EDI) funding for the purpose of making Community Project Funding (CPF)/Congressionally directed grants. These Fiscal Year 2024 (FY2024) CPF grants will be administered by the Congressional Grants Division (CGD) of the U.S. Department of Housing and Urban Development (HUD).

This "FY2024 Economic Development Initiative Community Project Funding Grant Guide" (FY2024 CPF Grant Guide) provides information for Congressionally-designated recipients that have yet to execute their Grant Agreement with HUD ("prospective grantees") on the requirements that govern these funds, as provided by the FY2024 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

This FY2024 CPF Grant Guide also provides instructions on how to complete the requested information and fill out the required forms to execute your Grant Agreement in HUD's Disaster Recovery Grant Reporting (DRGR) financial and reporting system.

DRGR is a web-based system used to automate the management of program requirements and voucher payments issued by HUD. This system will enable you to process requests for payment of CPF grant funds and to submit periodic reports on the use of those funds.

**This FY2024 CPF Grant Guide applies only to FY2024 CPF grants.** FY22 and FY23 grantees should refer to their respective CPF Grant Guides on the HUD CPF website.

The remainder of this FY2024 Grant Guide includes:

- **Section 2 - Grant Award Process and Instructions:** Walks you through the FY2024 CPF grant award Process and gives you instructions for executing the Grant Agreement and steps to request payment(s).
- **Section 3 - Federal Requirements:** Details the Federal regulations that apply to these grant funds.
- **Section 4 - Contact Information for Grant Officers, System Officers, and Regional Environmental Officers:** Gives contact information for CPF Grant Officers, CPF System Officers, and the environmental review specialists who support you through the grant life cycle.
- **Section S - Attachments:** Provides attachments including documents required in the Grant Award process.

HUD will use the process outlined in this FY2024 CPF Grant Guide to administer FY2024 CPF grants as directed by Congress in the FY2024 Acts. *Subject to the applicable conditions in these or later appropriations acts*, HUD is required to award these grants in accordance with the specific "recipient," "project," and "amount" information provided in the "Community Project Funding/Congressionally Directed Spending" table on pages SI967 through S2184 of the

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

Congressional Record for March 5, 2024

(<https://www.congress.gov/118/crec/2024/03/05/170/39/CREC-2024-03-05.pdf>). The second of the two FY2024 Acts made just two changes with respect to this table: (1) it added an addendum to the table to provide for a FY2024 CPF grant of \$850,000 to the Town of Normal for "Town of Normal Street Upgrades to Increase Safety" (which the addendum identifies as a project requested by Representative Sorensen of Illinois) and (2) it changed the "project" for which Workforce Housing Coalition Western Maine Mountains was designated to receive a FY2024 CPF grant from "Kingfield Multi-Family Housing" to "Multi-Family Housing." To avoid confusion, this guide will refer to the table with these two changes as the **"Amended CPF Grants Table."**

## FY2024 Community Project Funding Grant Guide (Version 1.0)

### SECTION 2: GRANT AWARD PROCESS AND INSTRUCTIONS

#### 2.1 Grant Award Process

At a high level, the grant award process is as follows:

1. HUD creates grantees' accounts in DRGR.
2. HUD, via DRGR, emails you the Grant Award Package, including the Grant Agreement, Letter of Invitation (LOI), and this Grant Guide along with instructions to complete the required materials. Your CPF application consists of the project narrative, project budget, and required standard forms, and will be completed in DRGR.
3. You submit the required complete package in DRGR by the Authorized Representative who has legal authority to sign on behalf of your organization.
4. HUD reviews the completed grant package in DRGR to ensure that the project narrative and budget are aligned with your Congressionally-directed project description.
5. Once your materials are determined to be complete and accurate, HUD will execute and return your Grant Agreement via DRGR.
6. You should also initiate and complete your environmental review and consult with your HUD Regional Environmental Officer (REO) and/or Responsible Entity (RE), as necessary.

**NOTE:** CPF grants, like all awards funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations are located at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. CPF grantees **must** have a completed environmental review (and, where applicable, an approved *Request for Release of Funds and Certification* (HUD-7015.15), as explained in Section 3.3 below) before committing or expending Federal or non-Federal funds towards choice-limiting actions or undertaking choice-limiting actions on the project. Further explanation of HUD's NEPA requirements are detailed in Section 3.

Instructions for submitting your FY2024 CPF grant materials and requesting payment are below. A checklist of the grant award process is provided in Section 5.

If you have questions about the grant award process, please contact your CPF Grant Officer listed in Section 4 of this guide.

## FY2024 Community Project Funding Grant Guide (Version 1.0)

GRANT AWARD PROCESS	
<p><b>HUD sends Grant Award Packet</b></p>	<p><b>FY2024 CPF Grant Award Packet includes:</b></p> <ul style="list-style-type: none"> <li>• FY2024 CPF Letter of Invitation (LOI);</li> <li>• FY2024 CPF Grant Guide;</li> <li>• FY2024 CPF Grant Agreement; and</li> <li>• link to <a href="#">DiLect Deposit Sign-Up Form (SF-1199A)</a></li> </ul> <p><b>Standard Forms generated by DRGR system:</b></p> <ul style="list-style-type: none"> <li>• <i>Assistance Award/Amendment</i> (HUD-1044) (also attached to your LOI)</li> <li>• <i>Application for Federal Assistance</i> (SF-424)</li> <li>• <i>Assurances for Non-Construction Projects</i> (SF-424B)</li> <li>• <i>Assurances for Construction Projects</i> (SF-424D)</li> </ul> <p><b>Standard Forms not generated by DRGR system:</b></p> <ul style="list-style-type: none"> <li>• <i>Direct Deposit Sign-Up Form (SF-1199A)</i> (Also, see Attachment 2.)</li> </ul>
<p><b>Prospective Grantee Required Documents</b></p>	<p>You provide the following information in DRGR:</p> <ol style="list-style-type: none"> <li>1. Project Narrative</li> <li>2. Project Budget</li> <li>3. SF-1199A</li> </ol> <p>The SF-1199A will need to be downloaded, completed (by you and your Financial Institution) and uploaded into DRGR.</p> <p><i>Please note:</i> The information identifying the "Applicant," "Grantee," or "Recipient" on each document transmitted to HUD must correspond to the "Recipient" specified in the Amended CPF Grants Table.</p>
<p><b>Registration Required</b></p>	<p>All entities doing business with the federal government must register in SAM.gov (SAM) and use a Unique Entity ID (UEI) created in <a href="#">SAM.gov</a>. The UEI replaced the DUNS number, which was phased out in April of 2022. More information on this requirement is below in the Federal Requirements section in Section 3.</p> <p>The UEI needs to be established in SAM <u>before</u> you complete and transmit your SF-424(s) and the Grant Agreement to HUD, because the UEI must be included on both those documents.</p>
<p><b>How to Submit Required Information</b></p>	<p>With the exception of the SF-1199A, required CPF application materials must be completed in DRGR.</p> <p><b>NOTE:</b> The SF-1199A must be uploaded into DRGR before submitting the entire grant packet for HUD's review.</p>
<p><b>When to Submit</b></p>	<p>HUD strongly recommends that you submit these materials as soon as possible. Please contact your System Officer (listed in Section 4) for assistance with accessing DRGR or your Grant Officer (listed in Section 4) for assistance with <u>completing your materials</u> in DRGR.</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

<p><b>Requesting Payment of Grant Funds</b></p>	<p>After the grant agreement has been signed by you and then HUD, HUD will return the executed Grant Agreement to you along with the "Grant Award Instructions." The instructions will include steps for setting up your Action Plan in DRGR.</p> <p>Once your Action Plan is created in DRGR and approved by HUD (including entry of budget information consistent with the approved budget attached to your executed Grant Agreement), you may begin requesting payment(s) in accordance with your approved budget. However, to receive payment(s) for hard costs, you will also need to have a completed project-specific environmental review.</p> <p>Additional information and tutorials on DRGR are available on HUD Exchange here: <a href="https://www.hudexchange.info/programs/drgr/">https://www.hudexchange.info/programs/drgr/</a></p> <p>As a reminder, payment of soft costs, covered by HUD's nationwide environmental review for CPF soft costs, can be made once your Grant Agreement is executed by HUD; however, payment of hard costs can only be made after your Grant Agreement is executed by HUD <b>AND</b> a project-specific environmental review is completed.</p>
<p><b>Support</b></p>	<p>CPF Grant Officers, listed in Section 4, are assigned by state and territory. Your Grant Officer can assist you with the completion of the required documents and answer any questions you may have regarding the materials that you will submit.</p> <p>System Officers, listed in Section 4, are also assigned by state and territory. Your System Officer can assist you with DRGR technical assistance.</p> <p>REOs provide technical assistance to grantees and local government REs on the environmental review process and coordinate Part 50 concept meetings to determine the level of environmental review, consultation needs, and a timeline. Contact your HUD REO, listed in Section 4, with your technical assistance request(s) regarding the environmental review process.</p>

**2.2 DRGR Overview**

This section provides you with instructions on setting up your DRGR profile, requesting payments, and submitting your semiannual reports.

DRGR was established for special appropriations, such as disaster grants, but has been extended to include other special-purpose programs and appropriations. The system is primarily used by grantees to access grant funds and report performance accomplishments for grant-funded activities.

DRGR allows grantees to tell their story to Congress, the public, and other stakeholders on project(s) progress and related activities. Additionally, if a grantee has turnover, DRGR is a repository of data for new staff.

## FY2024 Community Project Funding Grant Guide (Version 1.0)

DRGR is used by HUD staff to review grant-funded activities. Once your grant is set up in DRGR, HUD will review your information and unblock the grant to permit withdrawals after they are approved. Grantees will draw down funds by creating vouchers that list amounts by specific activity. You will also submit performance reports semi-annually by using the structure established in DRGR.

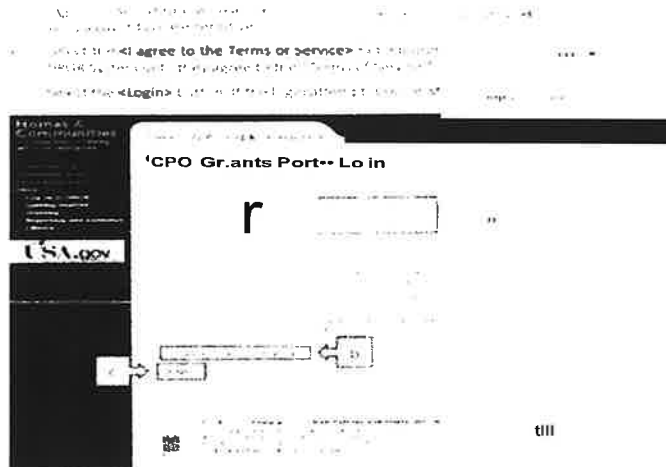
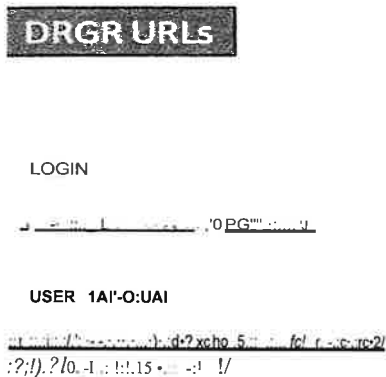
### 2.2.1 How to Create A DRGR Account

---

**HUD staff will request the initial DRGR account creation for the grantee administrator user.**

Once the Authorized Representative receives access to DRGR, the Authorized Representative can request additional users by logging into <https://drgr.hud.gov/DRGRWeb>, using the ID and password provided by HUD. The Authorized Representative will submit a new user request via the "Request New User" link in the Admin Module to give the requisite additional staff access to DRGR.

If the user did not receive an email granting access to the system, please check with the Authorized Representative. To request a new account, modify an existing account, or request a deactivation, please contact your designated System Officer and copy the CPF mailbox at [CPFgrants@hud.gov](mailto:CPFgrants@hud.gov).



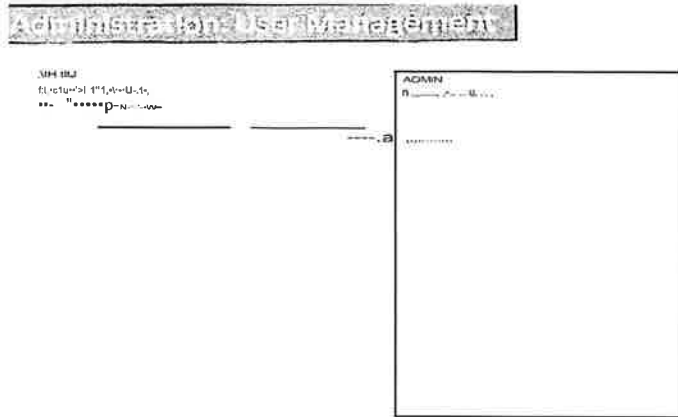
#### 2.2.1.1 How to Request New User(s)

---

DRGR does not allow a grantee user to both create/request and approve a voucher. You must assign and maintain at least two (2) DRGR user accounts - one for creating vouchers for payment and one to approve vouchers. Additionally, grantee administrators can establish the request user roles along with roles for action plan submission.

If you have a DRGR or Integrated Disbursement and Information System (IDIS) account, you can reuse your log-in account credentials to log into DRGR to access your CPF grant.

## FY2024 Community Project Funding Grant Guide (Version 1.0)



### Administration: User Certification

As part of the account request process other HUD or grantee admin users will "certify" the need for the user to access the system. HUD staff certify grantee admin users and then grantee admin users certify other grantee users.

Users have to be recertified each six months. If this does not occur users will not have access to DRGR. Grantee administrators can use this screen to remove staff access if they no longer work at the grantee or on the grants. They can also submit a separate deactivation request for the profile, as needed



User Role: Grantee Administrator

Menu Option: ;,f ,,,ity c,,imc, us;rs

ADMIN  
c, tify Grantee u,rs

CJ

r:=J.  
GJ

U...\_o...l...e...t...e...t...e...

### 2.2.1.2 Creating Roles in DRGR

Click the 'Crown icon' and then click the "request new user" icon.

FY2024 Community Project Funding Grant Guide (Version 1.0)

Administration: User Management



Module	Menu	Submenu Options	Description
Administration	User Management	Grant ORGR Users permission to view and/or edit selected Grant(s)	Grant ORGR Users permission to view and/or edit selected Grant(s)
		Verify DRGR Users	Verify DRGR Users
		Request New Users	Request a New User be granted a DRGR User Account and/or Profile
		Request edit to an existing ORGR User Profile	Request edit to an existing ORGR User Profile
		Upload ORGR User data directly into DRGR	Upload ORGR User data directly into DRGR

Grantee Profile:

Grantee	Agency	View Only	Grant Admin	Request Drawdown	Approve Drawdown	Submit Plan	Submit Request	Submit Profile	Submit Voucher Docs to HUD	Active

Add Grantee Profile

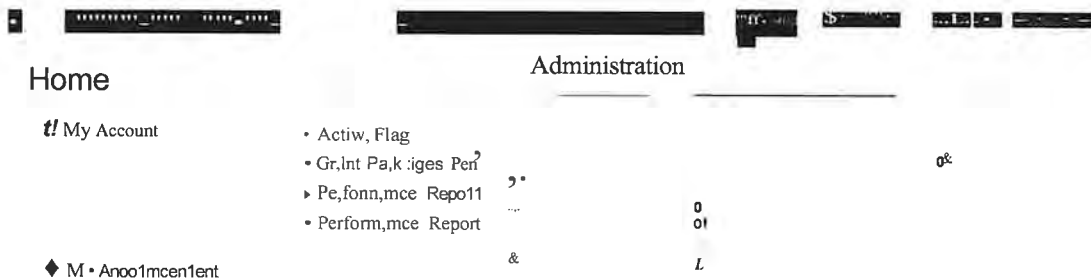
Only one draw role allowed per user

N/A

N/A If these are required

2.2.2 Verify Your UEI & Tax Identification Number (TIN)

Once you login to DRGR, select the crown icon to open your Administration menu and select "Manage Grantee."



Review the information on the "Manage Grantee" page to confirm that your UEI and Tax Identification Number (TIN) are accurately displayed.

## FY2024 Community Project Funding Grant Guide (Version 1.0)

**Manage Grantee**

ORGID: [Redacted] ID: [Redacted]

EIN: [Redacted]

DUNS Num: [Redacted]

**Block Drawdown** [Redacted]

**Unique Entity Identifier:** [Redacted]

DUNS Num: [Redacted]

Created By: [Redacted]

Updated By: [Redacted]

If the UEI or TIN is inaccurate, please email the needed correction to your System Officer listed in Section 4.

### 2.2.3 How to Complete Your Grant Package

When you login into DRGR, select the grant number from the drawdown menu on the Task bar.

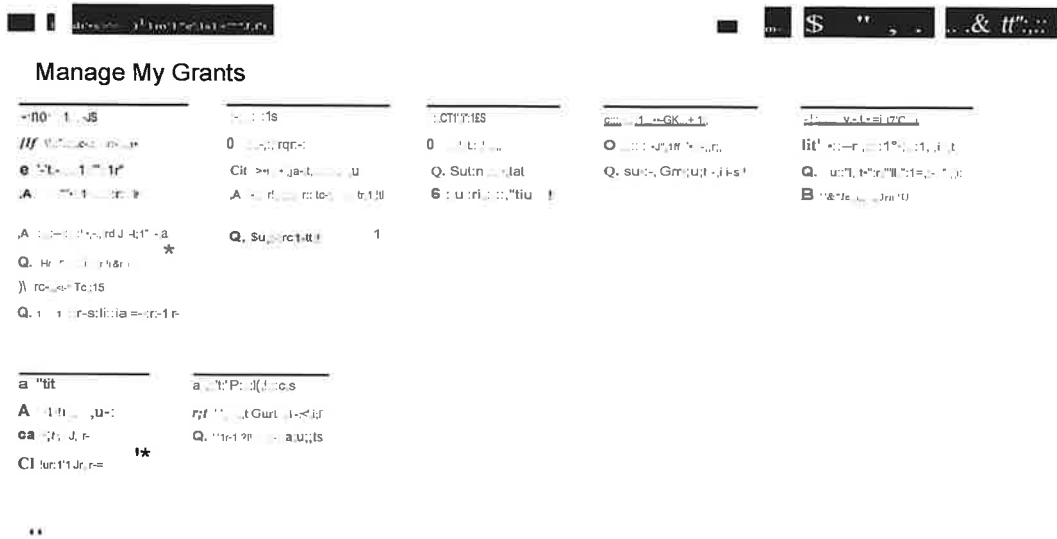
**Home**

My Account > Active Flags

My Announcements

Next click "Manage Grant Package" under the Grant Packages section.

# FY2024 Community Project Funding Grant Guide (Version 1.0)



Once you have selected "Manage Grant Package," you will arrive to the Grant Processing Module home page. You will complete all the required and applicable sections.

On this screen, please take a moment to review your grant information and status.

- **Grant Number:** Grant number assigned to your grant award.
- **Grantee Name:** Grantee's organization ("Recipient" as assigned by the Amended CPF Grants Table).
- **Authorized Contact:** Your authorized contact for your grant award.
- **Grant Package Status:** The current status of your grant package in the review and approval process.
- **Project Description:** The legal description of your project in the Amended CPF Grants Table.
- **Recipient Address:** Grantee's legal address.
- **Congressional Requestor(s):** The sponsoring Congressional member(s) per the Amended CPF Grants Table.
- **Grant Officer Manager:** Your assigned CPF Grant Officer.
- **Grant Status:** The status of your grant.

If you believe any of the above information needs to be changed, please email your CPF Grant Officer.



# FY2024 Community Project Funding Grant Guide (Version 1.0)

## 2.2.3.1 Project Manager

To begin, click the "Edit" icon to the far right of "Project Manager."

**Manage Grant Package**

**Grant Number:** X-23-MJ-09-062

**Grantee Name:** rogo

**Authorind Contact:** Doe, Miguel

**Appropriation Code:** EDI-CPF FY23

**Grant Package, Status:** Submitted by HUD • In Process

**Project description:** test

**Receipt Address:**

**Congreunional Requestor(s):** District of Columbia • FL-13 Mr Joe Browne (HJ)

**Grant Officer Manager:** Han Solo

**Grant Status:** Active

Content	Content	Last Updated Date	Last Updated By	Status	Action
* Required Content	Content			Complete	II
* Required Content	Content			Complete	II
* Required Content	Content			Complete	II

Please provide the contact information of the main point of contact serving as the Project Manager for the grant. Select "Complete" then click "Save."

## FY2024 Community Project Funding Grant Guide (Version 1.0)

The screenshot shows a web browser window with a navigation bar at the top containing links for 'Module 1.0', 'Financial Details', 'DRGR Application', 'Education', 'RACI', 'Legal', 'DRGR Policies', 'Help', and 'Sign Out'. The main content area is titled 'Please provide all required information.' and contains a form with several sections. The first section is for 'Additional Contact (1) and/or (2)', with fields for 'Name', 'Email', 'Phone', and 'Role'. Below this is a section for 'Environmental Review Contact' with fields for 'Name', 'Email', and 'Phone'. At the bottom right of the form area, there are 'Complete' and 'Save' buttons.

### 2.2.3.2 Additional Point(s) of Contact

Next you have the option to add up to two (2) additional contacts. The two (2) additional contacts will be copied on all DRGR notifications sent for the grant. Click the "Edit" icon to the far right of "Additional Contact (1) and/or (2)." Complete the information for each additional contact, select "Complete," and then click "Save."

### 2.2.3.3 Responsible Entity's Contact Information

Next click the "Edit" icon to the far right of "Environmental Review Contact." Please provide the contact information of the individual who is completing the environmental review for your grant. If you have not identified the individual, please enter the **Project Manager's** contact information. Once done, select "Complete" then click "Save."

## FY2024 Community Project Funding Grant Guide (Version 1.0)

Complete Information

PJHH provided. -Urtqtrtrtd information.

The screenshot shows a form field for 'Congressional District(s)'. The field contains the text 'CA-005'. To the right of the field is a dropdown menu with 'State' and 'City' options. Below the field are several icons: a magnifying glass, a checkmark, a plus sign, a minus sign, and a refresh icon. The field is also surrounded by other UI elements like a 'v' icon and a 'w' icon.

### 2.2.3.4 Congressional District(s)

Next click the **"Edit"** icon to the far right of **"Congressional Districts."** Please provide the Congressional District for your grant.

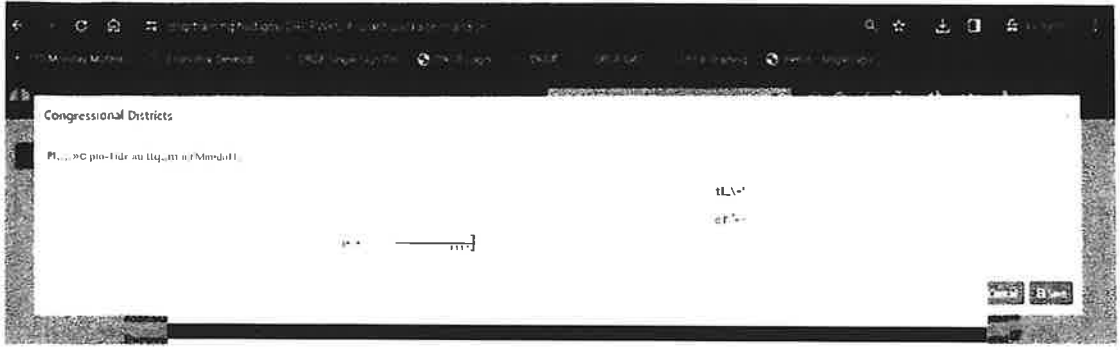
Enter the Congressional District in the format: 2-character State Abbreviation and 3-character District Number. Examples: *CA-005* for California's 5<sup>th</sup> district, *CA-012* for California's 12<sup>th</sup> district. If all districts in a state are affected, enter "all" for the district number. Example: *MD-all* for all congressional districts in Maryland. If nationwide (all districts in all states), enter *US-all*. If the program/project is outside the US, enter *00-000*.

If you're unsure of your district number, try the following:

- 1) Go to <https://www.house.gov> and enter your organization's zip code under the "Find Your Representative" heading in the middle-left of the website.
- 2) The name of your representative, along with his or her district number, will appear in the results. If a district is described as "at large", then the congressional district number should be entered "001."
- 3) In some cases, the results will return two representatives and two congressional districts. This happens when "the information you provided [your zip code] overlaps multiple congressional districts". You will then be asked to provide your street address, city and state, and then to click "Find Your Rep By Address." This additional search will return a single name and a single congressional district.

Once done, select "Complete" then click "Save."

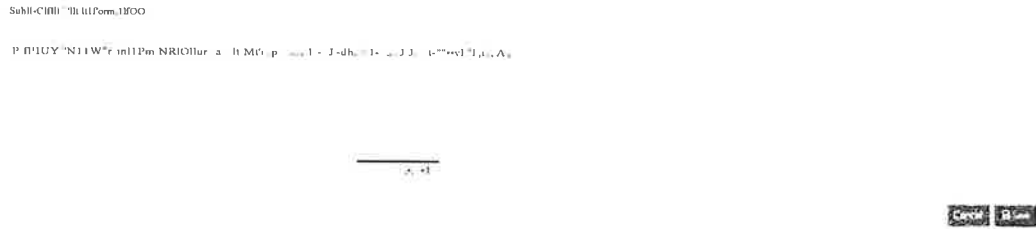
## FY2024 Community Project Funding Grant Guide (Version 1.0)



### 2.2.3.5 Subrecipient(s)

Use of subrecipients is subject to the conditions provided in Article III, section Hof the Grant Agreement. ***If you intend to subaward a portion, or all, of your grant funds to a subrecipient, and have already identified that subrecipient, then that organization's name, UEI, and an overview of their role, responsibilities, and functions to be carried out on this project must be included in the project narrative.*** The use of subrecipients does not relieve you of responsibility for your grant. You are responsible for all coordination with HUD on accessing all CPF grant funds, amendment requests, reporting, correspondence, grant closeout, and all other grant requirements. You are responsible for ensuring that the subrecipient(s) complies with all grant requirements. Further, you are required to ensure that your subrecipient(s) is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities.

Next click the **"Edit"** icon to the far right of **"Subrecipient Applicability."** Please indicate if you will use a Subrecipient. Once done, select "Complete" then click "Save."



Next click the **"Edit"** icon to the far right of **"Subrecipients."** Please provide the name of your subrecipient, name of the subrecipient's point of contact, phone number, and email address. Please repeat this step for each subrecipient you plan to use. There is no limit on the number of subrecipients that can be added.

Once done, select "Complete" then click "Save."



3 **FY2024 Community Project Funding Grant Guide (Version 1.0)** Economic Opportunity Part 75" Applicants must provide anticipated project

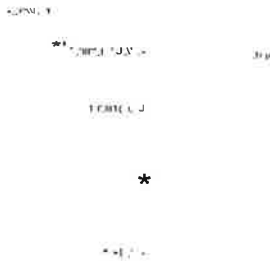




## FY2024 Community Project Funding Grant Guide (Version 1.0)

### 2.2.3.8 Project Location

Next click the **"Edit"** icon to the far right of **"Project Location."** Please provide details about the area(s) where the Project materials, equipment, and any other efforts, as described in the Scope of Work, are installed, and the general area(s) where the Work is performed. Once done, select "Complete" then click "Save."



Next click the **"Edit"** icon to the far right of **"Project Address."** Please provide the street address of the project. If the project does not have a physical street at the time of submission, please provide the address of the organization. Then in the Geographic Location, please provide GPS latitude and longitude of your project. Once done, select "Complete" then click "Save."



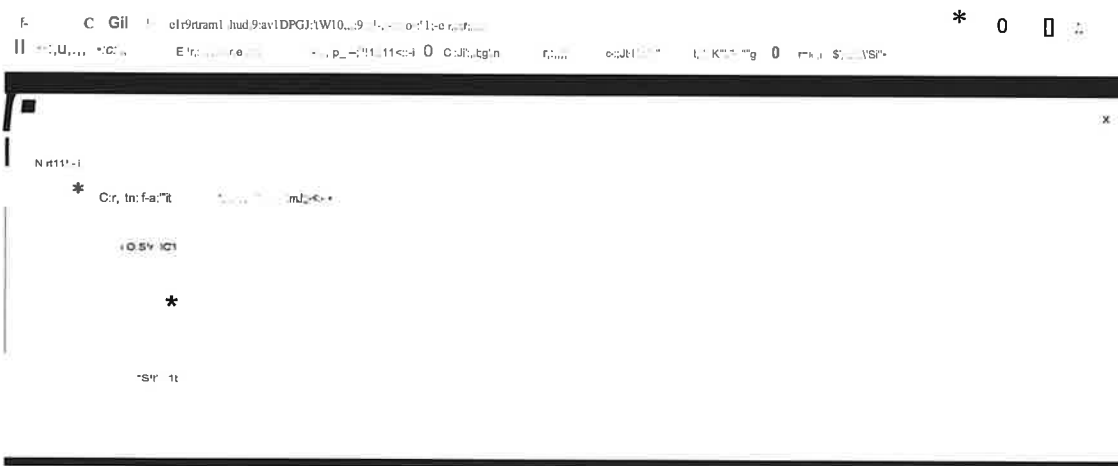
Next click the **"Edit"** icon to the far right of **"Geographic Location."** This section is optional, if you already provided an address for the activity in the "Project Address." However, if your project has multiple addresses for the activity, please provide the additional addresses in this section.

Also, provide the GPS latitude and longitude of your project if you do not have a physical location. Once done, select "Complete" then click "Save."

## FY2024 Community Project Funding Grant Guide (Version 1.0)



Next click the "Edit" icon to the far right of "Project Map- Image 1." Please provide an image of your project location. Once done, select "Complete" then click "Save."

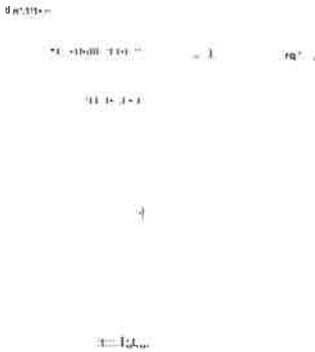


Repeat the same step for **Project Map - Image 2** through **Image 5**, if applicable, to attach additional images.

### 2.2.3.9 Funding Narrative

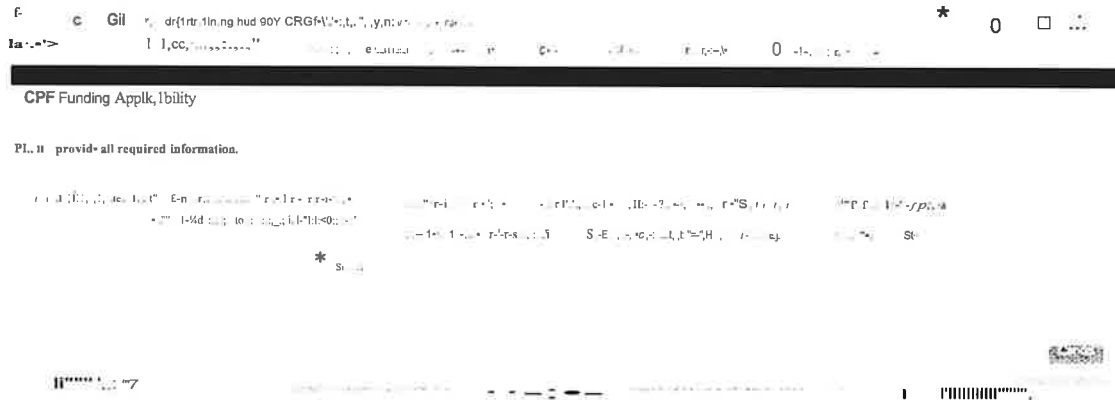
Next click the "Edit" icon to the far right of "CPF Funding Description." Please provide clear, detailed information for which portion of the project, or specific project activities, that will be funded using CPF funds. Once done, select "Complete" then click "Save."

## FY2024 Community Project Funding Grant Guide (Version 1.0)



### 2.2.3.10 Project Activities

Next click the **"Edit"** icon to the far right of **"Activities Applicability."** Please select the activity type(s) that best align to your projects. Once done, select **"Complete"** then click **"Save."**



### 2.2.3.11 Grantee's Fiscal Year

Next click the **"Edit"** icon to the far right of **"Reporting Period."** Please select the date range that aligns with your organization's fiscal year. Once done, select **"Complete"** then click **"Save."**

## FY2024 Community Project Funding Grant Guide (Version 1.0)

Reporting Period

Please provide all required information.

\*Field: 11-01 | Period: 11-01-2024

\*Status: [Dropdown]

Reporting Period  
 SF-424 Budget  
 CPF Award Cost Budget  
 Cost Share Information

January - December 31  
 February 1 - January 31  
 March 1 - February 25  
 April - March 31  
 May 1 - April 30  
 June 1 - May 31  
 July 1 - June 30  
 August 1 - July 31  
 September 1 - August 31  
 October 1 - September 30  
 November 1 - October 31  
 December 1 - November 30

Pending  
 Pending  
 Pending  
 Pending

Complete

### 2.2.3.12 Project Budget

HUD needs a line-item budget of your project's funding source(s).

Next click the "Edit" icon to the far right of "SF-424 Budget." Please enter the total CPF Award Amount in Federal Estimated Funding. Complete this section by providing the full project budget total. If other Federal funds are included the project, place the total "Other Estimated Funding." In "Data Section" provide the name of funding source for the project. (i.e. CPF Award, CDBG, Local Development Fund). Once done, select "Complete" then click "Save."

2.4 Estimated Funding

Field Name	Amount
Federal Estimated Funding	\$
Other Estimated Funding	\$
Total Estimated Funding	\$
Local Estimated Funding	\$
Other Estimated Funding	\$
Project Information	
Total	
*Display - [Dropdown]	
*Status - [Dropdown]	

### 2.2.3.13 CPF Budget

## FY2024 Community Project Funding Grant Guide (Version 1.0)

As defined by 2 CFR 200.1, "budget" means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award.

As such, HUD needs a line-item budget to include costs for the CPF portion(s) of your project. **PLEASE NOTE:** The CPF portion of the line-item budget ***must*** add up to the full grant amount. The line-item budget does not have to be explicit in the use of funds under a line item, provided that the Project Narrative and line-item budget provide enough detail as a whole for HUD to make a reasonable determination that the grant-funded costs are consistent with the Congressional authorization.

All pertinent budgetary information should be listed and explained, such as:

- the overall amount for predevelopment costs;
- construction, renovation, and rehabilitation costs;
- acquisition, demolition, and site preparation;
- architectural and engineering fees;
- initial set asides for revolving loan funds; and
- administrative costs.

As provided by the FY2024 Acts, eligible expenses under the grant may include administrative, planning, operations and maintenance, and other costs that are reasonable and necessary to carry out the "Project" specified in the Amended CPF Grants Table.

Next click the **"Edit"** icon to the far right of **"CPF Cost Budget."** Please provide the detailed budget for use of the CPF funding. Enter the name and amount for the line item, then click "Add row." Repeat steps until the total CPF Budget has been allocated. The total CPF Cost Budget must match the "Federal Estimated Funding" amount entered on the SF-424. Once done, select "Complete" then click "Save."

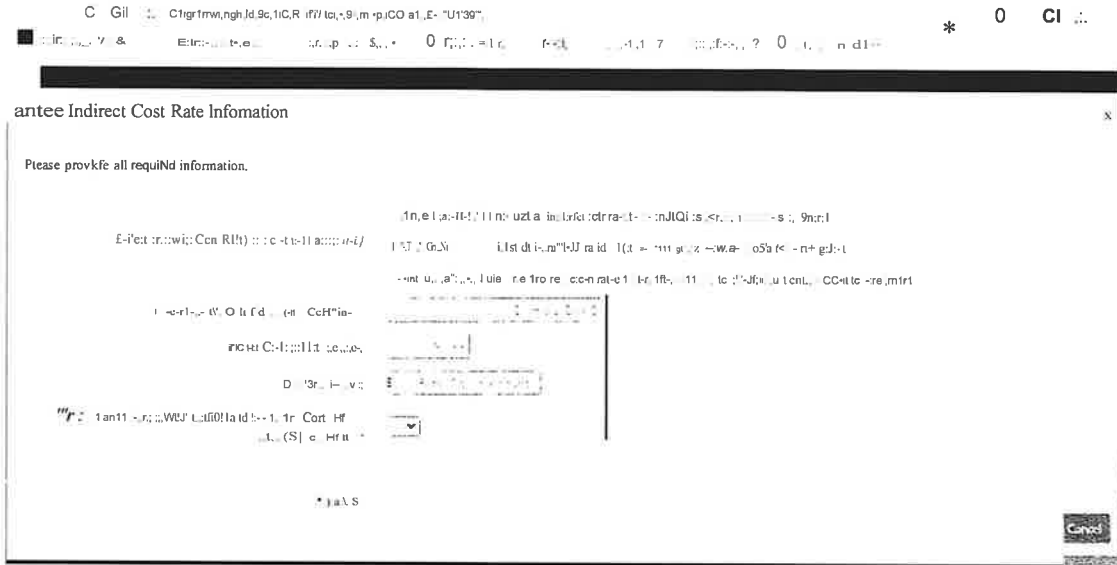
The screenshot shows a web interface for entering budget data. At the top, there are navigation icons (back, forward, search, etc.) and a search bar. Below this is a table with two columns: 'Budget Line Item' and 'Funding Amount'. The table is currently empty. Below the table is a button labeled 'J Add row'. At the bottom of the form, there are three tabs: 'Cost Rate Information', 'Dynamic Form', and 'Pending'. The 'Dynamic Form' tab is currently selected.

### 2.2.3.14 Indirect Cost Rate

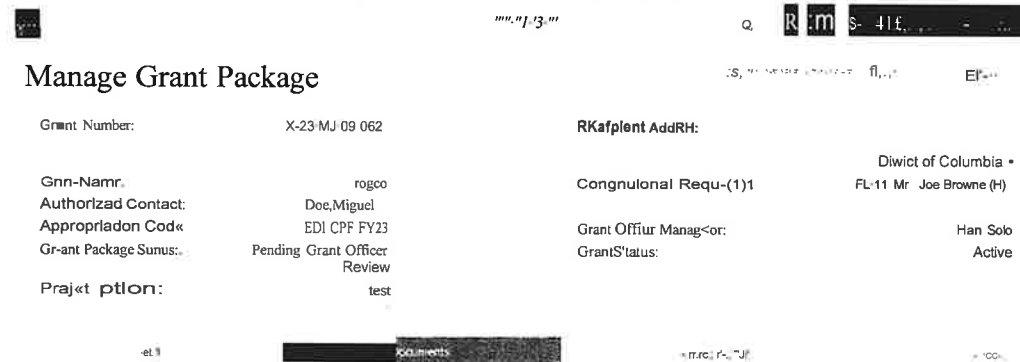
Next click the **"Edit"** icon to the far right of **"CPF Cost Indirect Cost Budget."** Please select the applicable cost rate. If you use a Federal Negotiated Indirect Cost Rate, enter the name of the cognizant agency for indirect costs, the approved Indirect Cost Rate, the budgeted Indirect Cost, and

# FY2024 Community Project Funding Grant Guide (Version 1.0)

answer the questions. Please ensure the "CPF Cost Budget" Includes a line-item reflecting the indirect cost rate. Once done, select "Complete" then click "Save."



Click on the "Documents" tab, then click "Add Document."



## Generated Documents

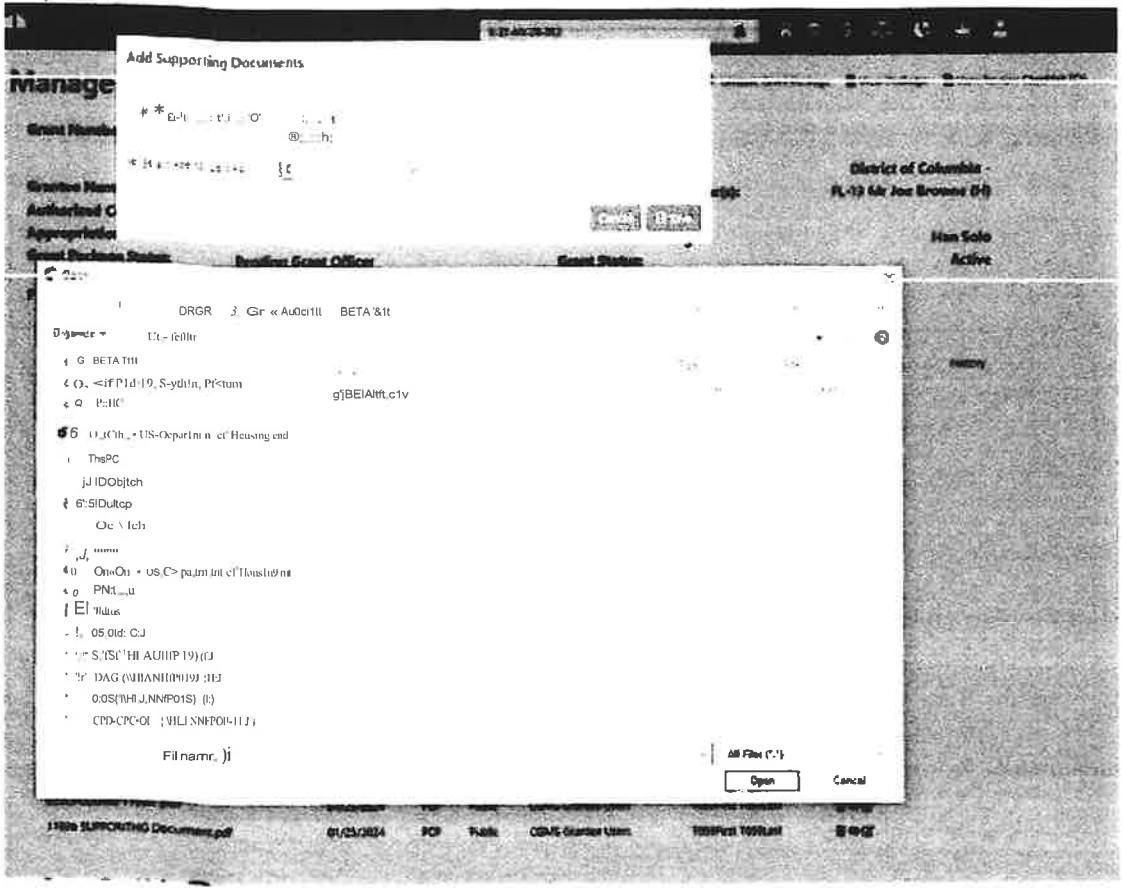
Document Name	Document Type	Document ID	Action
X-23-VJ-002_v23_cj_s=0...1...1	Document	01-30-2023	[Action Icon]
X-23-VJ-Cit- 2_c_23_ces_12:e...1.pdf	Document	01-30-2023	[Action Icon]
X-23-VJ-Cit- 2_c_23_ces_12:e...1.pdf	Document	01-30-2023	[Action Icon]
X-23-VJ-Cit- 2_c_23_ces_12:e...1.pdf	Document	01-30-2023	[Action Icon]
X-23-VJ-Cit- 2_c_23_ces_12:e...1.pdf	Document	01-30-2023	[Action Icon]
X-23-VJ-Cit- 2_c_23_ces_12:e...1.pdf	Document	01-30-2023	[Action Icon]

## Supporting Documents

Document Name	Type	Account	Uploaded By	Uploaded On	Action
22arc 1to 1s111.pdf	PDF	1025	GroYp	10/18/23	[Action Icon]
22arc 1to 1s111.pdf	PDF	1025	GroYp	10/18/23	[Action Icon]

## FY2024 Community Project Funding Grant Guide (Version 1.0)

Next click "Public" then click "Choose File." Search your PC and select the desired file then click "Open."



Next click "Save."



The file will be saved in the Supporting Documents then click "Details."

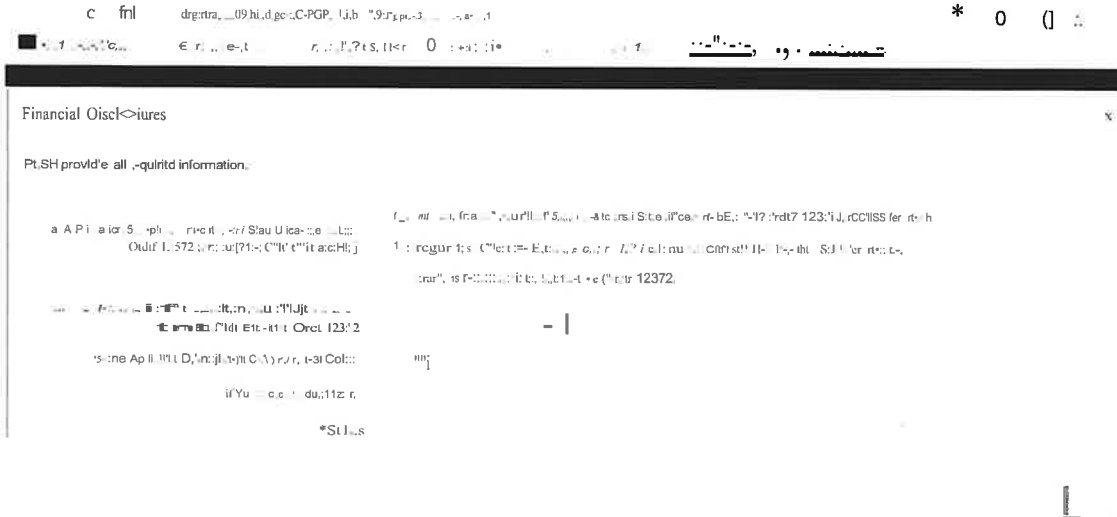
### 2.2.3.15 Disclosures

Next click the "Edit" icon to the far right of "Financial Disclosures." Please answer all the applicable questions that apply to your organization.

# FY2024 Community Project Funding Grant Guide (Version 1.0)

**NOTE:** these questions are part of the SF-424.

Once done, select "Complete" then click "Save."



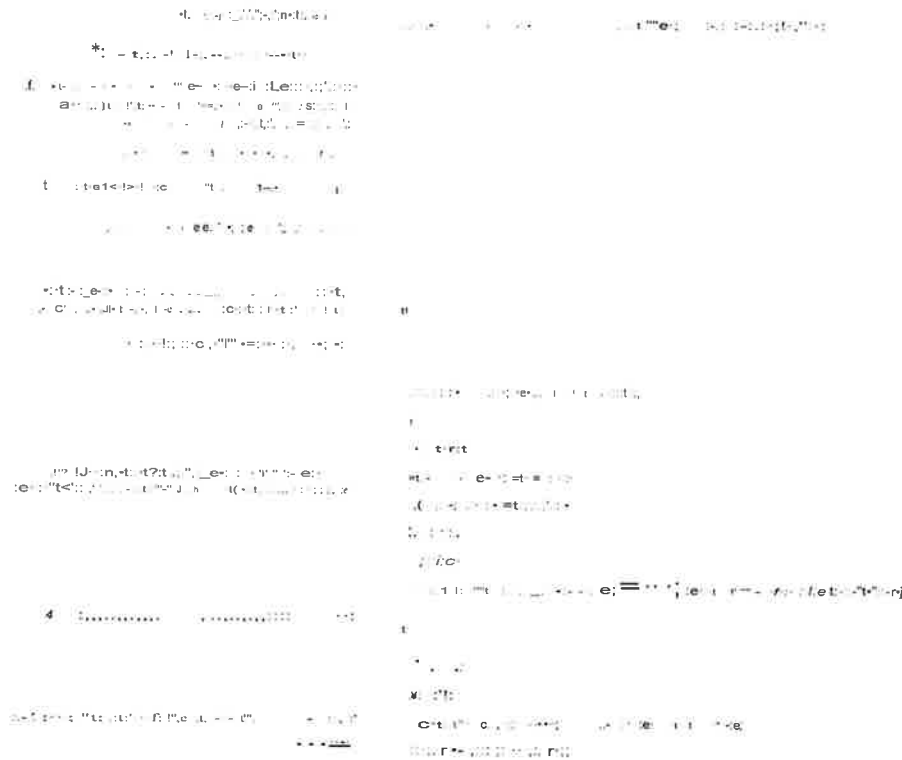
## 2.2.3.16 Environmental Review Status

Next click the "Edit" icon to the far right of "HUD Environmental Review Information." Please answer all the questions related to the status of your HUD review. At a minimum, all questions with an asterisk(\*) are required to be completed. Once done, select "Complete" then click "Save."

# FY2024 Community Project Funding Grant Guide (Version 1.0)

HUD Environment,11R(View Inform,11on

If you are unable to view this document, please contact the HUD Office of Information Management at 202-725-6000 for assistance. See the HUD website for list of COVID-19 related HUD programs and information.



## 2.2.3.17 Disclosure of Lobbying Activities

No appropriated Federal funds may be paid by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress, in connection with this "application" for Federal assistance or any award of funds resulting from the submission of this "application" for Federal assistance or its extension, renewal, amendment, or modification.

If your organization has paid or will pay funds other than Federal appropriated funds to influence or attempt to influence the persons listed above, you must complete and submit the SF-LLL, as part of your "application" submission package. This form is generated using the information you provide in DRGR.

Exception: Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHE) established by federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment, and do not have to submit these forms. State-recognized Indian tribes and TDHEs established only under State law must comply with this requirement.

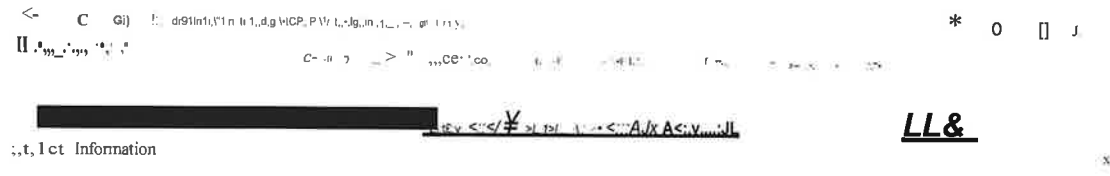
Next click the "Edit" icon to the far right of "Lobbying Registrant Contact." If your organization used

a **FY2024 Community Project Funding Grant Guide (Version 1)** Applying Entity. **Note:** If your





## FY2024 Community Project Funding Grant Guide (Version 1.0)

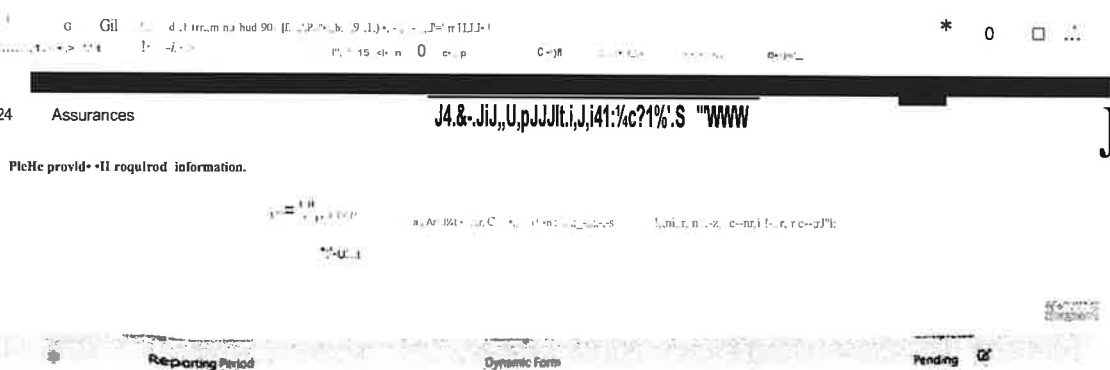


Please provide all required information.

- SF-424B
- SF-4240
- SF-424A
- SF-424C
- SF-424D
- SF-424E
- SF-424F
- SF-424G
- SF-424H
- SF-424I
- SF-424J
- SF-424K
- SF-424L
- SF-424M
- SF-424N
- SF-424O
- SF-424P
- SF-424Q
- SF-424R
- SF-424S
- SF-424T
- SF-424U
- SF-424V
- SF-424W
- SF-424X
- SF-424Y
- SF-424Z

### 2.2.3.18 Assurances

Next click the "Edit" icon to the far right of "SF424 -Assurances." Please select the appropriate assurance as this will generate your SF-424B (Non-Construction related) and/or SF-4240 (Construction related). For construction projects, grantees will complete both the SF-424B and SF-4240. Once done, select "Complete" then click "Save."



### 2.2.3.19 Direct Deposit

Please download the SF-1199A banking information form (<https://www.gsa.gov/system/files/SF1199A-20.pdf>).

## FY2024 Community Project Funding Grant Guide (Version 1.0)

You must complete Sections 1 and 2 of the SF-1199A (see Attachment 2). Your bank or financial institution must complete Section 3 of this form. Ensure that you include a voided check, deposit slip, or bank letter with this form and upload it to DRGR in accordance with the instructions in Section 2.2.2.14.

Section 1: (To be completed by you)	Section 2: (Completed by you)
<p>A. Enter grantee's name, address, and telephone number</p> <p>B. Enter grantee's CPF grant number</p> <p>C. Enter grantee's EIN/TIN</p> <p>D. Check the type of account you want your funds deposited into</p> <p>E. Enter the account number you want your funds deposited into</p> <p>F. Check "Other" and specify "CPF-Grant"</p> <p>G. Leave Blank</p> <p>H. Sign and date the form</p>	<p>Government Agency Name: <b>HUD/Office of CPD</b></p> <p>Government Agency Address: <b>451 7<sup>th</sup> Street, SW, Washington, DC 20410</b> (Attach voided check or deposit slip)</p> <p><b>Section 3: (To be completed by your financial institution)</b></p>

Section 1 of this form must be signed and dated by your Authorized Representative. Section 3 must be signed and dated by your financial institution.

Review and verify the contents on this form for accuracy prior to uploading into DRGR. **DO NOT MAIL THE COMPLETED FORM TO HUD.**

**Note:** Follow the same steps for attaching documents as provided in Section 2.2.2.14.

Once the form is successfully uploaded, click the "Edit" icon to the far right of "SF-1199A" and answer the questions. Once done, select "Complete" then click "Save."

## FY2024 Community Project Funding Grant Guide (Version 1.0)

### 2.2.3.20 Annual Single Audit

Next click the **"Edit"** icon to the far right of **"Single Audit Threshold."** Please answer the questions based upon your organization's last completed fiscal year.

**Note:** If your organization has completed a Single Audit, please attach a copy in the documents section of DRGR. Follow the same steps for attaching documents as provided in Section 2.2.2.14.

Once done, select **"Complete"** then click **"Save."**

### 2.2.3.21 Miscellaneous

Next click the **"Edit"** icon to the far right of **"Miscellaneous."** Please provide any additional pertinent information about your grant. Once done, select **"Complete"** then click **"Save."**

### 2.2.3.22 Validating Grant Package

Once all required sections of the Grant Package sections are completed, the next step is to validate the grant package for errors.

# FY2024 Community Project Funding Grant Guide (Version 1.0)

Click on the "Validate Grant Package."

**Manage Grant Package**

**Grant Number:** X-23-MJ-09-062

**Grantee Name:** rogco

**Authorized Contact:** Doe, Miguel

**Appropriation Code:** EDI-CPF FY23

**Grant Package Status:** Submitted to Grantee

**Project description:** test

**Receipt Address:**

**Congressional Requestor(s):** District of Columbia • FL-13 Mr Joe Browne (H)

**Grant Officer Manager:** Han Solo

**Grant Status:** Active

Content Type	Content ID	Content Title	Content Description	Content Status	Content Actions
Content Type	Content ID	Content Title	Content Description	Content Status	Content Actions

Once the validation is completed, a success or error(s) message will display. If there are any errors, address the errors by fixing the section(s) identified in the error(s) message.

**Manage Grant Package**

**Grant Number:** X-23-MJ-09-062

**Grantee Name:** rogco

**Authorized Contact:** Doe, Miguel

**Appropriation Code:** EDI-CPF FY23

**Grant Package Status:** Submitted to Grantee

**Project description:** test

**Receipt Address:**

**Congressional Requestor(s):** District of Columbia • FL-13 Mr Joe Browne (H)

**Grant Officer Manager:** Han Solo

**Grant Status:** Active

Content Type	Content ID	Content Title	Content Description	Content Status	Content Actions
Content Type	Content ID	Content Title	Content Description	Content Status	Content Actions

After completing the validation of the Grant Package, the next step is to submit your package to HUD for review.

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **2.2.3.23 Submitting Grant Package**

Next click on the **"Submit Grant Package."**

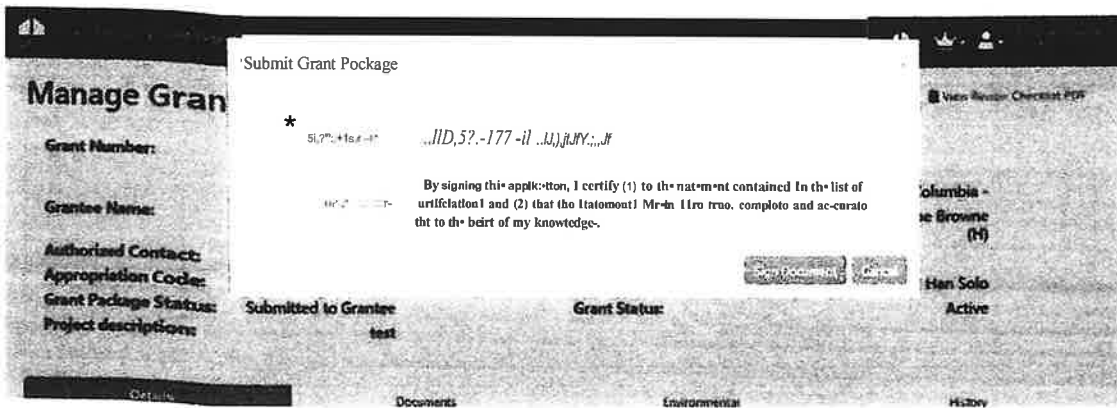
## Manage Grant Package

Grant Number:	X-23-MJ-09-062	Recipient Address:	District of Columbia •
Grantee Name:	rogco	Congressional Requestor(s):	FL-13 Mr Joe Browne (H)
Authorized Contact:	Doe, Miguel	Grant Officer Manager:	Han Solo
Appropriation Code:	EDI CPF FY23	Grant Status:	Active
Grant Package Status:	Submitted to Grantee		
Project description:	test		

**Note:** Please make sure the grant package is submitted by the **Authorized Representative**. If the Authorized Representative's name as listed on the Grant Package home page needs to be updated, please email your System Officer, and copy your Grant Officer.

**Note:**

Next the **Authorized Representative** will type his/her **First Name** space **Last Name** as displaced in the upper right-hand corner of the DRGR system. Click on **"Sign Document."**



The Grant Package has been submitted to HUD for review and approval.



# FY2024 Community Project Funding Grant Guide (Version 1.0)

**Grant Number:** X-23-MJ-09-062

**Recipient Address:** District of Columbia • FL-13 Mr Joe Browne (H)

**Grantee Name:** rogco

**Congressional Requestor(s):** District of Columbia • FL-13 Mr Joe Browne (H)

**Authorized Contact:** Doc, Miguel

**Appropriation Code:** E01-CPF FY23

**Grant Officer Manager:** Han Solo

**Grant Package Status:** Submitted by Grantee • In Process

**Grant Status:** Active

**Project description:** test

**Documents** | Executive Summary | History

Once you have completed and submitted the package, DRGR generates all the required documentation. You can obtain copies of the generated documents by clicking the **"Documents"** tab. Additionally, you can monitor the grant processing status by checking the Grant Package Status on the Manage Grant Package screen.

**Grant Number:** X-23-MJ-09-062

**Recipient Address:** District of Columbia • FL-13 Mr Joe Browne (H)

**Grantee Name:** rogco

**Congressional Requestor(s):** District of Columbia • FL-13 Mr Joe Browne (H)

**Authorized Contact:** Doc, Miguel

**Appropriation Code:** EDI CPF FY23

**Grant Officer Manager:** Han Solo

**Grant Package Status:** Submitted by Grantee • In Process

**Grant Status:** Active

**Project description:** test

**Documents** | Executive Summary | History

**Generated Documents**

Name	Lutfienonud	Document Status	Actions
X-23- AJ-09-C62_0=vi3_Cp..._Gratit_G Hdr_A...aldrstheMS2110r	1210/20B	Generated	<>
X-23-MJ-0 i 0-52_v23 CP...Gr Int...ar f...tbl_d.pdf	01/25/2021	Generated	>
X-23-W-03-C02_v 23 o...Gr.Int...grtmant_v1.fdf	01/23/2024	Generated	<>
X-23- U-01-C12_v...3_cr_S:J2J_+1.pdf	01/21/2024	Generated	>
X-23-MJ-0 i-C62_Y-3_Cp...S J 46_v1.pdf	01/23/2024	Generated	<>
x-23-MJ-v1-C62_0y23_c...5:42JO:01.pdf	01/23/2024	Generated	<>

To print or download a complete copy of your completed Grant Package, click **"View Package."**

# FY2024 Community Project Funding Grant Guide (Version 1.0)

P
x-23-09-02
&
419-1-W

## Manage Grant Package

**Grant Number:** X-23-MJ-09-062  
**Grantee Name:** rogco  
**Authorized Contact:** Doc, Miguel  
**Appropriation Code:** EDI-CPF FV23  
**Grant Package Status:** Submitted by Grantee In Process  
**Project description:** test

**Recipient Address:**  
 District of Columbia -  
 FL-13 Mr Joe Browne (H)  
**Grant Officer Manager:** Hen Solo  
**Grant Status:** Active

[Print](#)
[Word doc](#)

### Generated Documents

Name	Created	Document	Status	Actions
X-23-MJ-09-062_V3_Cpf_Grant_Letter_Awar_Letter11-01-2023.pdf	2/11/2023	Generated	Submitted	MU
Y-23-MJ-CF-06-23-Grant_Letter_Awar_Letter11-01-2023.pdf	2/11/2023	Generated	Submitted	MU
X-23-MJ-09-062_V3_Cpf_Grant_Awar_Letter11-01-2023.pdf	2/11/2023	Generated	Submitted	MU
X-23-MJ-09-062_V3_Cpf_Seq7JB_V2.pdf	2/11/2023	Generated	Submitted	MU
X-23-MJ-09-062_V3_Cpf_Seq7JB_V1.pdf	2/11/2023	Generated	Submitted	MU

Then click the "Print" icon or "Word doc" icon in the upper right-hand corner of the TABLE OF CONTENTS.

Public Action Plan

TABLE OF CONTENTS

[fill]



FY2024 Community Project Funding Grant Guide (Version 1.0)

**2.3 Detailed Instructions**

**2.3.1 GrantAward Conditions**

<b>Grantee or Project is awarded More than one CPF Grant</b>	If a Grantee or Project is awarded more than one CPF grant, HUD will not combine the grants into one grant. Each grant must be processed separately.
<b>Start or Effective Date of the Grant</b>	The date HUD signs your grant agreement is the start date for your grant's period of performance and budget period. However, grant funds may be used for costs incurred before this date, provided that: (1) The soft costs are covered by HUD's nationwide environmental review for CPF soft costs and are incurred on or after March 9, 2024, or hard costs incurred on or after the later of March 9, 2024, or completion of the required project-specific environmental review; and (2) The costs would otherwise meet the allowability criteria in 2 CFR 200.403(a) through (g).
<b>Grant End Date</b>	To give you the maximum time feasible to complete your project(s), HUD has established August 31, 2032, as the end date of the period of performance and budget period for all FY2024 CPF grants. However, despite what 2 CFR 200.344(b) provides for liquidating obligations incurred under the award and 2 CFR 200.403(h) provides for administrative closeout costs, HUD will <b>NOT</b> be responsible for making any grant payments after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one <b>week</b> before the September 30 <sup>th</sup> date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2032.
<b>Assistance Listing Number</b>	The Assistance Listing number (formerly called the Catalog of Federal Domestic Assistance (CFDA) number) for EDI-CPF grants is 14.251.

**2.3.2 Requesting Changes to Approved Project Narrative or Budget**

Once you receive your fully executed grant agreement, any project and budget change will be subject to the conditions provided by 2 CFR 200.308 and Article III, section C of the Grant Agreement. Any change to the project scope as originally proposed to your Congressional member(s) must be consistent with the conditions that apply to your award under the Consolidated Appropriations Act, 2024, as modified by the Further Consolidated Appropriations Act, 2024 or a later act. HUD does not have the authority to approve changes that depart from these applicable appropriations act conditions. For example, if a grantee wants to change a project from creating a community center to creating a housing complex, HUD will not be able to approve the change unless the Consolidated Appropriations Act, 2024, the Further Consolidated Appropriations Act, 2024, or a later Federal statute authorizes the grant to be used for development of a housing complex.

2 CFR 200.308 allows some changes to be made without HUD approval.



## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

To request HUD's approval of a change to your project narrative or budget (outside of what is allowed in 2 CFR 200.308) after you receive your fully executed Grant Agreement, you **must** email a formal letter to your Grant Officer requesting HUD to consider an amendment to revise your approved project narrative and/or approved budget. The letter must:

- Be on agency letterhead addressed to the CGD Director;
- Be signed by your Authorized Representative;
- Provide justification for the change; and
- Include:
  - o the revised project narrative and/or revised line-item budget, as applicable;
  - o a detailed explanation of how the change(s) keeps with the intent of Congress;
  - o why the change(s) is needed; and
  - o the details of the revised narrative or line-item budget.

HUD will email You notifying you whether your amendment was approved or disapproved, with an explanation.

Before you expend grant funds in accordance with any change(s) approved by HUD or otherwise allowed by 2 CFR 200.308, you must update your grant information in DRGR to reflect the change(s).

Amendments to a previously approved project narrative and/or budget may also require a revision of your environmental review for the amended project.

### **2.3.3 SF-424: Application for Federal Assistance**

The SF-424 is the common application form for federal funding. The form provides HUD with basic information about the applicant, the project, and the project funding source. This form is generated using the information you provide in DRGR.

**Additional Certifications and Assurances:** By going through our process and completing the SF-424 in DRGR, the Authorized Representative will be making the following additional certifications and assurances on behalf of the prospective grantee ("applicant"):

a. The governing body of the applicant's organization has duly authorized the application for Federal assistance. In addition, by signing and electronically submitting the application, the Authorized Representative certifies that the applicant:

- (1) has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capacity (including funds to pay for any non-Federal share of project costs) to plan, manage, and complete the project as described in the application (including the attached project narrative);
- (2) will provide HUD any additional information it may require; and
- (3) will administer the award in compliance with the grant requirements as identified in the Grant Agreement or as may otherwise be provided by Federal law.

b. Certification Regarding Lobbying. Subject to the exception in item c below, the Authorized Representative certifies, to the best of his or her knowledge and belief, that:

## FY2024 Community Project Funding Grant Guide (Version 1.0)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-III, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Exception to Certification Regarding Lobbying: Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe, as a result of the exercise of the tribe's sovereign power, are excluded from coverage by item b (also known as the Byrd Amendment). However, State-recognized Indian tribes and TOHEs established under State law are not excluded from the statute's coverage and therefore agree to, and must comply with, item b above.

d. By submitting this application, the applicant and Authorized Representative are affirming that these certifications and assurances are material representations of the facts upon which HUD will rely when making an award to the applicant. The applicant and Authorized Representative understand that providing false or misleading information during any part of the application, award, or performance phase of an award may result in criminal, civil or administrative sanctions, including but not limited to: fines, restitution, and/or imprisonment under 18 USC 287, 1001, 1010, 1012; treble damages and civil penalties under the False Claims Act (31 USC 3729 et seq.); double damages and civil penalties under the Program Fraud Civil Remedies Act (31 USC 3801 et seq.); civil recovery of award funds; suspension and/or debarment from all federal procurement and non-procurement transactions under 2 CFR parts 180 and 2424; and other remedies including termination of the award under 2 CFR 200.339 and 200.340.

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **SECTION 3: FEDERAL REQUIREMENTS**

The FY2024 CPF Grant Agreement will set forth all applicable regulatory requirements for your grant.

As the grantee, you are responsible for managing the project and ensuring the proper use of the CPF funds in compliance with all applicable Federal requirements. You are also responsible for ensuring the completion of the project and its proper closeout.

Subject to the conditions stated in Article 111, section H of the FY2024 CPF Grant Agreement, you may subaward all or a portion of your funds to one or more subrecipients, as identified in your Project Narrative (which will be incorporated in your FY2024 CPF Grant Agreement) or as may be approved by HUD in accordance with 2 CFR 200.308. As the grantee, you are responsible for ensuring each subrecipient's compliance with federal requirements.

Below are the applicable regulatory requirements of the CPF grant.

- Section 3.1 details the requirements of the FY2024 Acts.
- Section 3.2 details the applicable Federal requirements standard to all HUD grants. HUD refers to these requirements as "cross-cutting" as they apply across all HUD programs.

It is important to note that if CPF funds are combined in a project budget with other Federal grant funds or the CPF funds are used on projects that are subject to other Federal grant requirements, you must comply with both CPF requirements and the other Federal grant requirements.

Because CPF awards are authorized and funded through specific Congressional directives as provided by the Act, CPF awards are distinct from Community Development Block Grant funding and are **not** subject to Title I of the Housing and Community Development Act of 1974 or the Community Development Block Grant regulations at 24 CFR part 570.

Where statutory restrictions apply, HUD cannot provide waivers or exceptions without statutory authority to do so. In circumstances where there is a conflict between this CPF guide and other HUD guidance, HUD will resolve the conflict.

#### **3.1 Requirements Under the Consolidated Appropriations Act, 2024 (P.L. 118-42) and Further Consolidated Appropriations Act, 2024 (P.L. 118-47)**

<b>Summary</b>	
<b>The Project, Recipient, and Amount of each FY2024 CPF award</b>	The Project, Recipient, and Amount of each FY2024 CPF award must be consistent with the "project," "recipient," and "amount" specified by the Amended CPF Grants Table.
<b>Eligible Expenses</b>	Consistent with the FY2024 Acts' provisions, eligible expenses of the grant may include administrative, planning, operations and maintenance, and other costs that are reasonable and necessary to carry out the "project" specified in the Amended CPF Grants Table.

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<b>PLEASE NOTE:</b> <i>To be allowable under the grant, the cost not only must be eligible, but also must meet the cost allowability criteria in 2 CFR 200.403, unless a statute expressly provides otherwise (such as in the case of pre-award costs as noted bel_pw).</i>
<b>Pre-award costs</b>	Consistent with the FY2024 Act's provisions, FY2024 CPF grant funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that: <ul style="list-style-type: none"> <li>(1) The soft costs are covered by HUD's nationwide environmental review for CPF soft costs and are incurred on or after March 9, 2024, or hard costs incurred on or after the later of March 9, 2024, or completion of the required project-specific environmental review; and</li> <li>(2) The costs would otherwise meet the allowability criteria in 2 CFR 200.403(a) through (g).</li> </ul>
<b>Eminent Domain</b>	No Federal funds provided under your award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.
<b>Restriction on Use of Funds for Computer Networks</b>	No Federal funds provided under your award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**3.2 Cross Cutting Federal Requirements**

<b>Summary</b>	
<b>Uniform Administrative Requirements, Cost Principles, and Audit</b>	The requirements of 2 CFR Part 200 apply to all CPF awards.  You are encouraged to review the provisions of these regulations including provisions related to:

## FY2024 Community Project Funding Grant Guide (Version 1.0)

<p><b>Requirements for Federal Awards (2 CFR Part 200)</b></p>	<ul style="list-style-type: none"> <li>• Suspension and debarment at 2 CFR 200.214</li> <li>• Prohibition on certain telecommunications and video surveillance services or equipment at 2 CFR 200.216</li> <li>• Financial management, internal controls, and Federal payment requirements at 2 CFR 200.302, 200.303, and 200.305</li> <li>• Program income requirements at 2 CFR 200.307*</li> <li>• Revision of budget and program plans at 2 CFR 200.308</li> <li>• Disposition of property acquired with CPF funds at 2 CFR §200.311</li> <li>• Procurement requirements at 2 CFR §200.317-327</li> <li>• Record retention and access requirements at 2 CFR 200.334-200.338</li> <li>• Reporting requirements at 2 CFR 200.328-200.330, including on the status of property acquired with CPF funds at 2 CFR §200.330</li> <li>• Subrecipient monitoring and management at 2 CFR 200.331-200.333</li> <li>• Remedies for Noncompliance at 2 CFR 200.339-200.343</li> <li>• Closeout of federal grants at 2 CFR §200.344-346</li> <li>• Cost Principles at 2 CFR Part 200, subpart E</li> <li>• Audit requirements at 2 CFR Part 200, subpart F</li> </ul> <p>*For purposes of all CPF awards, program income must be used for the purposes and under the conditions of your specific CPF award in accordance with the addition requirements at 2 CFR 200.307. Costs incidental to the generation of program income may be deducted from gross income to determine program income for purposes of your CPF grant, provided these costs have not been charged to the Federal award. Further technical assistance will be provided to grantees with projects that may generate program income.</p>
<p><b>Environmental Review Requirements (24 CFR Part 50 or Part 58)</b></p> <p><b>Quick Overview</b></p> <p><b>(More detailed guidance starts in Section 3.3)</b></p>	<p>All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the <a href="#"><u>Authority to Use Grant Funds (HUD-7015.16)</u></a>, as applicable, prior to taking any choice limiting action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.</p> <p>The environmental review must be completed by a RE as defined at 24 CFR 58.2(a)(7), or HUD under 24 CFR Part 50 if your unit of general local government is unable to serve as RE to complete the review. An applicant that is a State, unit of general local government, Indian Tribe, or Alaska Native Village must serve as the RE for the project. For other applicants, the RE is the unit of general local government within which the project is located that exercises land use responsibility, or the Indian Tribe or Alaskan</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>Native Village jurisdiction within which the project is located that exercises land use responsibility. REs can conduct an environmental review on behalf of other entities in their jurisdiction even if they are not the grantee. In the event that an RE that is not the grantee declines to assume responsibility for the environmental review under Part 58, you must advise HUD, and HUD will complete the environmental review under 24 CFR Part 50 or designate another RE.</p> <p>Locate your nearest HUD REO here (also see Section 4 in this document):  <a href="https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers">https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers</a>.</p> <p>Further information on environmental requirements can be found here:  <a href="https://www.hudexchange.info/programs/environmental-review/Orientation-to-environmental-reviews/#overview">https://www.hudexchange.info/programs/environmental-review/Orientation-to-environmental-reviews/#overview</a>.</p> <p><b><i>You may not commit or spend <u>ANY</u> project funds (HUD or non-HUD funds) on hard costs or take any choice limiting actions until the project completes an environmental review. Examples of choice limiting actions include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project. Failure to comply with the prohibition on choice limiting actions and Section 110(k) can result in forfeiture of grant funds.</i></b> You are encouraged to commence the environmental review process for your project as soon as possible. Under Part 58, the environmental review process is complete when the RE certifies the review and, if applicable, a Request for Release of Funds and Certification is approved by HUD CPD Field Office Director through issuance of the HUD-7015.16, as applicable. Under Part 50, the environmental review process is complete when certified by the HUD Authorizing Official.</p> <p><b>See Section 3.3 below for additional detail on fulfilling environmental review requirements.</b></p>
<p><b>Build America Buy America (BABA)</b></p>	<p>The Build America, Buy America Act (BABA) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021. BABA established the Buy America Preference (BAP), which requires that Federally funded infrastructure projects use domestically produced materials.</p> <p>FY2024 CPF grantees are encouraged to review BABA information available on the BABA <a href="#">HUDEXchange Page</a>, including CPD's BABA implementation notice. See Section 3.4 below for additional details on BABA requirements and applicability.</p>
<p><b>Indirect Cost Rate</b></p>	<p><b>Normal indirect cost rules under 2 CFR Part 200, subpart E apply.</b> The appropriate grant agreement appendix must be filled out and signed if you</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>intend to use an indirect cost rate to calculate and charge indirect costs to the grant.</p> <p><b>Special instructions for state and local governments:</b> If your department or agency unit has a Federally negotiated indirect cost rate, you must include that rate and the applicable distribution base in the table provided and be able to support that rate information with a letter or other documentation from the cognizant agency showing the approved rate. If your department or agency unit receives more than \$35 million in direct Federal funding per year, you may not claim indirect costs until you receive a negotiated rate from your cognizant agency for indirect costs as provided in Appendix VII to 2 CFR Part 200.</p> <p>If your department or agency unit receives no more than \$35 million in direct Federal funding per year and your department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR Part 200, Appendix VII, you may include the rate and distribution base specified in that indirect cost rate proposal.</p> <p>Alternatively, if your department or agency unit receives no more than \$35 million in direct Federal funding per year and does not have a current negotiated rate (including provisional) rate), you may elect to use the de minimis rate as allowed under 2 CFR 200.414(f). As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs and must not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be used for all Federal awards until you choose to negotiate for a rate, which you may apply to do at any time.</p> <p><b>Special instructions for applicants other than state and local governments:</b> If you have a Federally negotiated indirect cost rate, you must include that rate and the applicable distribution base in the table provided and be able to support that rate information with a letter or other documentation from the cognizant agency showing the approved rate. If your organization does not have a current negotiated rate (including provisional rate) and elects to use the de minimis rate, your application must clearly state you intend to use the de minimis rate. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs and must not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be used for all Federal awards until the organization chooses to negotiate a rate, which the organization may apply to do at any time.</p>
<p><b>Economic Opportunities for Low-and Very Low-income Persons: Section 3 Requirements {24 CFR</b></p>	<p>Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u (Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects), and the HUD regulations at 24 CFR Part 75, ensure, to the greatest extent feasible, that training,</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

<p><b>Part 75) and Indian Preference</b></p>	<p>employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons where a proposed project is located.</p> <p>You are encouraged to review the requirements of this regulation to determine ways to support the mission of increasing economic opportunity for low- and very-low-income persons and small business owners in your community. You will submit periodic reports of Section 3 accomplishment Performance Measures in DRGR. A link to DRGR guidance for reporting Section 3 accomplishments is provided below.</p> <p>CPF grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7{b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307{b)). As stated in 24 CFR §75.3{c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3.</p> <p>For all other CPF grant recipients, if \$200,000 or more is awarded for projects involving housing construction, rehabilitation, or other public construction, the Section 3 requirements in 24 CFR Part 75 apply.</p> <p><a href="http://www.hud.gov/localoffices">www.hud.gov/localoffices</a></p> <p><a href="http://www.EEOC.gov">www.EEOC.gov</a></p> <p><a href="http://www.dol.gov/ofccp/">http://www.dol.gov/ofccp/</a></p> <p><a href="https://files.hudexchange.info/resources/documents/DRGR-Guidance-on-Reoortiniz-Section-3-Labor-Hours-Fact-Sheet.odf">https://files.hudexchange.info/resources/documents/DRGR-Guidance-on-Reoortiniz-Section-3-Labor-Hours-Fact-Sheet.odf</a></p>
<p><b>Uniform Relocation Assistance and Real Property Acquisitions Policies Act</b></p>	<p>With certain limited exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended {URA) {42 U.S.C. §§ 4601 et seq.), and the government-wide regulations issued by the Federal Highway Administration at 49 CFR Part 24.</p> <p>The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person (as defined in 49 CFR 24.2) who moves from real property or moves personal</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>property from real property as a direct result of acquisition, rehabilitation, or demolition for a project receiving HUD financial assistance.</p>
<p><b>Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12)</b></p>	<p>You and your subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing and civil rights requirements.</p> <p>The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).</p>
<p><b>Equal Participation of Faith Based Organizations</b></p>	<p>CPF grants are subject to HUD's regulations at 24 CFR §5.109 concerning equal participation of faith-based organizations in HUD programs and activities.</p>
<p><b>SAM registration and UEI</b></p>	<p>The System for Award Management (SAM) and Unique Entity Identifier (UEI) requirements under 2 CFR Part 25 apply.</p> <p>Unless an exception under 2 CFR part 25 applies, each applicant for a CPF award must:</p> <ul style="list-style-type: none"> <li>(1) Be registered in <a href="https://sam.gov">SAM.gov</a> before submitting an application or plan;</li> <li>(2) Include its UEI in each application or plan submitted to HUD; and</li> <li>(3) maintain an active SAM registration with current information at all times while the applicant or grantee has an active Federal award or an application under consideration by a Federal agency. This includes: <ul style="list-style-type: none"> <li>(a) reviewing and updating the information in SAM.gov annually from the date of initial registration or later updates to ensure the information is current, accurate and complete; and</li> <li>(b) if applicable, identifying the applicant or grantee's immediate and highest-level owner and subsidiaries, as well as providing information on all predecessors that have received a Federal contract or grant within the last three years.</li> </ul> </li> </ul> <p><b>To Sign up or Reactivate SAM.gov Account:</b> You must have a SAM.gov account. If your organization is already registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. Remember, you must be signed into your SAM.gov account to view entity records. To learn how to view your UEI, go here: <a href="https://www.fsd.gov/qsafsd_sp?id=qsafsd_kb_articles&amp;sys_id=a05adbaelb59f8982fe5ed7ae54bcbbba">https://www.fsd.gov/qsafsd_sp?id=qsafsd_kb_articles&amp;sys_id=a05adbaelb59f8982fe5ed7ae54bcbbba</a>.</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>Direct subrecipients or "first-tier" subrecipients are also required to obtain a UEI through SAM as provided by 2 CFR part 25. Subrecipients may refer to the "Guide to Getting a Unique Entity ID" at SAM.gov to get a UEI.</p> <p>You may contact your Grant Officer for technical assistance. Please refer to this link to begin registering in SAM.gov and obtain your UEI number <a href="https://sam.gov/content/home">https://sam.gov/content/home</a>.</p>
<p><b>The Federal Financial Accountability and Transparency Act of 2006, (Public Law 109-282), as amended (FFATA)</b></p>	<p>Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) as amended (FFATA). FFATA requires information on federal awards be made available to the public via a single, searchable website, which is <a href="http://www.USASpending.gov">www.USASpending.gov</a>. Accordingly, your award will be subject to the requirements provided by the Award Term in Appendix A to 2 CFR Part 170, "REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION," unless the Federal funding for the award (including funding that may be added through amendments) is not expected to equal or exceed \$30,000. Requirements under this Award Term include filing subaward information in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS.gov) by the end of the month following the month in which the recipient awards any sub-grant equal to or greater than \$30,000.</p> <p>Each applicant must have the necessary processes and systems in place to comply with the Award Term in Appendix A of 24 CFR Part 170 if the applicant receives an award, unless an exception applies as provided in 2 CFR part 170.</p>
<p><b>Davis Bacon and Related Acts (DBRA)</b></p>	<p>Compliance with Davis Bacon and Related Acts (DBRA) is not a condition or requirement for CPF grants but may be required if your project is also supported by other funds which do require adherence to the DBRA.</p>
<p><b>Suspension and debarment</b></p>	<p>The governmentwide debarment and suspension regulations in 2 CFR Part 180 apply as incorporated and supplemented by HUD's implementing regulations in 2 CFR Part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.</p>
<p><b>Prohibition Against Lobbying Activities</b></p>	<p>Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87 apply to all CPF grantees except Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power. The Byrd Amendment and 24 CFR part 87 prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. You must submit the certification regarding lobbying and required disclosures as described in section 2.3.3 of this Grant Guide.</p>

## FY2024 Community Project Funding Grant Guide (Version 1.0)

<b>Drug-Free Workplace</b>	<p>The following award term applies to all grantees of CPF awards: You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).</p>
<b>Trafficking in persons</b>	<p>All FY 2024 CPF grants will be subject to the following award term and condition, as required by 2 CFR part 175:</p> <p><i>(a) Provisions applicable to a grantee that is a private entity.</i></p> <p>(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:</p> <p>(i) Severe forms of trafficking in persons;</p> <p>(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;</p> <p>(iii) The use of forced labor in the performance of this award or any subaward; or</p> <p><b>(iv) Acts that directly support or advance trafficking in persons, including the following acts:</b></p> <p>(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;</p> <p>(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:</p> <p>(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or</p> <p>(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;</p> <p>(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>(D) Charging recruited employees a placement or recruitment fee; or</p> <p>(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.</p> <p>(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:</p> <p>(i) Is determined to have violated a prohibition in paragraph (a)(l) of this appendix; or</p> <p>(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(l) of this this appendix through conduct that is either:</p> <p>(A) Associated with the performance under this award; or</p> <p>(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.</p> <p><i>{b) Provision applicable to a grantee other than a private entity.</i></p> <p>(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:</p> <p>(i) Is determined to have violated a prohibition in paragraph (a)(l) of this appendix; or</p> <p>(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(l) of this appendix through conduct that is either:</p> <p>(A) Associated with the performance under this award; or</p> <p>(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.</p> <p><i>(c) Provisions applicable to any grantee.</i></p>
--	--

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.</p> <p>(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:</p> <p>(i) Implements the requirements of 22 U.S.C. 78, and</p> <p>(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.</p> <p>(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.</p> <p>(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.10S(b).</p> <p>(d) <i>Definitions. For purposes of this award term:</i></p> <p>"Employee" means either:</p> <p>(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or</p> <p>(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.</p> <p>"Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.</p> <p>The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).</p> <p>i.</p>
<p><b>Conflicts of Interest</b></p>	<p>i. Conflicts Subject to Procurement Regulations. In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients</p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>and subrecipients must follow the requirements contained in paragraphs ii-v below.</p> <ul style="list-style-type: none"><li>ii. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.</li><li>iii. Exceptions. HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (v).</li><li>iv. Threshold requirements for exceptions. HUD will consider an exception only after the recipient has provided the following documentation:<ul style="list-style-type: none"><li>a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and</li><li>b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.</li></ul></li><li>v. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:<ul style="list-style-type: none"><li>a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;</li><li>b. Whether an opportunity was provided for open competitive bidding or negotiation;</li><li>c. 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;</li></ul></li></ul>
--	--

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<ul style="list-style-type: none"> <li>d. 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;</li> <li>e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);</li> <li>f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and</li> <li>g. Any other relevant considerations.</li> </ul> <p>vi. Disclosure of potential conflicts of interest. Recipients must disclose in writing to your CPF Grant Officer any potential conflict of interest.</p>
<p><b>Award Term and Condition for Recipient Integrity and Performance Matters</b></p>	<p>If the total Federal share of your Federal award may include more than \$500,000 over the period of performance, your Federal award will include the following terms and conditions as required by 2 CFR 200.211(c)(1)(iii):</p> <p>Reporting of Matters Related to Recipient Integrity and Performance (a) General Reporting Requirement.</p> <p>(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.</p> <p>(b) Proceedings About Which You Must Report.</p> <p>(1) You must submit the required information about each proceeding that-</p> <ul style="list-style-type: none"> <li>(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;</li> <li>(ii) Reached its final disposition during the most recent five-year period; and</li> <li>(iii) Is one of the following-</li> </ul> <p><b>(A) A criminal proceeding that resulted in a conviction;</b></p>

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;</p> <p>(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or</p> <p>(D) Any other criminal, civil, or administrative proceeding if-</p> <p>(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);</p> <p>(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and</p> <p>(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.</p> <p>(c) Reporting Procedures.</p> <p>Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.</p> <p>(d) Reporting Frequency.</p> <p>During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.</p> <p>(e) Definitions.</p> <p>For purposes of this award term-</p> <p>Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian</p>
--	--

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

	<p>Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.</p> <p>Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.</p> <p>Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).</p>
<p><b>Lead-Based Paint Requirements</b></p>	<p>If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR <u>part</u> 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).</p>
<p><b>Fraud, Waste and Abuse</b></p>	<p>Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a governmental contractor, grantee, and subgrantee-as well as a personal services contractor-who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:</p> <ol style="list-style-type: none"> <li>1. Gross mismanagement of a Federal contract or grant;</li> <li>2. Gross waste of Federal funds;</li> <li>3. Abuse of authority relating to a Federal contract or grant;</li> <li>4. Substantial and specific danger to public health and safety; or</li> <li>5. Violations of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.</li> </ol> <p>Federal Contractor or Grantee Protections   Office of Inspector General, Department of Housing and Urban Development (hudoig.gov)</p>

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **3.3 Detailed Environmental Review Guidance for FV2024 CPF Grants**

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

This guidance seeks to clarify the environmental review requirements for the CPF Program for expenditure of funds for planning, administration, management, operations, and maintenance activities, as well as for development projects where construction contracts were entered into, or construction was started prior to the date of legislative enactment (March 9, 2024) and/or completion of a satisfactory environmental review.

#### **3.3.1 Contacts and Project-Specific Assistance**

For questions about the environmental review process, please contact your REO. While your CPF Grant Officer can assist with programmatic questions, your REO can assist with environmental review requirements for individual projects.

HUD will be providing trainings on environmental reviews and has an extensive body of existing environmental review training and resources which can be found here: <https://www.hudexchange.info/programs/environmental-review/>. HUD has also created a technical assistance "Ask A Question" (AAQ) Desk for environmental review to support grantees in navigating the environmental review requirements.

Included in Section 5 is a short guide for requesting support through the AAQ desk (see Attachment 4).

#### **3.3.2 Legal Framework and Policy**

##### **Grant Agreement**

The Grant Agreement is the legally binding document that outlines requirements and incorporates assurances and certifications for your project. The Grant Agreement must be signed by HUD prior to the grantee drawing down funds for reimbursement.

##### **Environmental Review, Federal Nexus, and Choice-Limiting Actions**

HUD or the RE will be required to complete an environmental review of ALL project activities and work that took place or is proposed to take place following the date of enactment (March 9, 2024) regardless of funding source. See HUD's aggregation principles at 24 CFR 58.32 for more information on project aggregation. A "Federal Nexus" is defined as the event that, by its occurrence, triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders.

**The date of legislative enactment is the Federal Nexus for the FV2024 CPF program. As such, the date of enactment (Federal Nexus) for FV2024 CPF grants is March 9, 2024.**

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

**After the Federal Nexus, you are prohibited from taking new choice-limiting actions related to hard costs, including commitment or expenditure of HUD and non-HUD funds, until a satisfactory environmental review has been completed for the aggregated project.** HUD's aggregation requirements under 24 CFR 58.32 state that environmental reviews must group together and evaluate as a single project all individual activities which are related either on a geographical or functional basis or are logical parts of a composite of contemplated actions. More information on HUD's aggregation principles can be found at [24 CFR 58.32](#). A satisfactory environmental review must include analysis of the applicable environmental laws and authorities, a determination that the project activities will not result in environmental harm that cannot be mitigated, consultation with federal/state agencies in a manner that allows for mitigation measures/conditions to be implemented by the grantee, and a *Request for Release of Funds and Certification* (HUD-7015.15) for the project that has been approved by the HUD CPD Field Office Director, if required. Most soft costs are covered by [HUD's nationwide environmental review for CPF soft costs](#) and can be incurred any time after the date of legislative enactment (Federal Nexus) on March 9, 2024, and can be drawn down for reimbursement after the Grant Agreement for the project has been executed.

A choice limiting action is any activity that a grantee undertakes, including committing or expending HUD or non-HUD funds, that reduces or eliminates a grantee's opportunity to choose project alternatives that would avoid or minimize environmental impacts or enhance the quality of the human environment.

Examples of choice limiting actions include acquisition, leasing, rehabilitation, demolition, new construction, and ground disturbance work such as clearing, grading or grubbing. HUD's prohibition on choice limiting actions at 24 CFR 58.22 is derived from the regulations of the Council on Environmental Quality implementing the National Environmental Policy Act of 1969 (NEPA), which state that (with certain exceptions), "until an agency issues a finding of no significant impact, as provided in § 1501.6 of this chapter, or record of decision, as provided in § 1505.2 of this chapter, no action concerning the proposal may be taken that would: (1) Have an adverse environmental impact; or (2) Limit the choice of reasonable alternatives." 40 CFR § 1506.1.

In addition, the related environmental laws and authorities with which HUD must comply contain their own procedural requirements which have the effect of limiting actions that may be taken before approval of the environmental review. For example, under the National Historic Preservation Act of 1966 regulations (54 U.S.C. 300101, et seq.; 36 CFR Part 800; see 24 CFR § 50.4(a)(1)), in the early stages of project planning, the agency official must determine whether the proposed federal action is an undertaking as defined by the regulations. The agency must then determine whether it is a type of activity that has the potential to cause effects on historic properties, and if so, seek ways to avoid, minimize or mitigate any adverse effects on the property. Similarly, under Section 7 of the Endangered Species Act (16 U.S.C. 1536), the agency must ensure that any action it authorizes, funds, or carries out is not likely to jeopardize the continued existence of a listed species in the wild or destroy or adversely modify critical habitat.

**Taking new choice-limiting actions is prohibited after the date of enactment (March 9, 2024) until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after the date of enactment (March 9, 2024) has resulted in**

## FY2024 Community Project Funding Grant Guide (Version 1.0)

environmental harm or where environmental compliance with one or more of the laws and authorities cannot be achieved.

**Programmatic Environmental Review for Planning, Administration, Operations and Maintenance**  
 HUD has completed a nationwide Part SO nationwide environmental review covering most CPF soft costs for planning, administration, operations, and maintenance activities under the CPF program. Grantees can incur covered soft costs any time after the date of enactment (March 9, 2024) and following execution of the Grant Agreement, grantees may draw down funds for eligible planning, administration, operations and costs categorized as maintenance activities under CPD Notice 16-02: Guidance for Categorizing an Activity for Maintenance. See below for a list of soft costs which are covered and not covered by HUD's nationwide review for CPF soft costs.

Part SO Nationwide Environmental Review Covered	Not Covered
Environmental and other studies, resource identification, development of plans and strategies 50 19(b)(1)	Purchase of tools 50,19(b)(7)
Information and financial advisory services 50 19(b)(2)	Emergency assistance necessary to control or arrest the effects from disasters or imminent threats to public safety 50 19(b)(10)
Administrative and management expenses 50 19(b)(3)	Tenant-based rental assistance 50 19(b)(11)
Public services 50 19(b)(4)	Economic development activities 50,19(b)(14)
Inspections and testing of properties for hazards or defects 50 19(b)(5)	Homebuyer Assistance 50 19(b)(15)
Purchase of insurance 50 19(b)(6)	Affordable housing pre-development costs 50 19(b)(16)
Engineering or design costs 50 19(b)(8)	Approval of supplemental assistance 58 35(b)(7)
Technical assistance and training 50 19(b)(9)	
Supportive services 50 19(b)(12)	
Operating costs including most maintenance 50 19(b)(13)	
Purchase of vehicles but not other equipment	

### Work Under Contract

You can proceed with work covered by contracts that predate the date of enactment (identified by HUD as the *Federal Nexus* triggering federal environmental and historic preservation laws and regulations) ***at your own risk***.

If your organization is under a legally binding construction contract prior to the date of enactment (March 9, 2024), work funded by non-federal funds may proceed to the extent practical and to the extent permitted in accordance with the previously executed contract. After the date of enactment (March 9, 2024), grantees may not enter into additional construction contracts or take other new choice limiting commitments or actions, including making a commitment of HUD or non-HUD funds to the project, until a satisfactory environmental review by a RE under 24 CFR Part 58 is completed and a *Request/or Release of Funds and Certification* (HUD-7015.15) is approved by the HUD CPD Field Office Director via certification of the *Authority to Use Grant Funds* (HUD-7015.16) in HEROS, if applicable; or an environmental review by HUD under 24 CFR Part SO is completed.

### Hard Costs

HUD or the RE is required to complete a satisfactory environmental review of **ALL** work that took

~~FY 2024~~ is proposed to take place following the date of enactment (March 9, 2024). Grantees can

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

undertake project activities covered by contracts that were entered into prior to the date of enactment and can incur reimbursable hard costs related to construction and ground-breaking activities occurring any time after the date of enactment (March 9, 2024), but do so at their own risk. If work that has taken place after the date of enactment (March 9, 2024) causes unmitigable environmental harm, is prohibited under environmental laws or HUD's environmental regulations (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places, or work within a regulatory floodway), or precludes completion of federal consultation requirements, those project activities cannot be funded.

If a project is unable to satisfactorily complete an environmental review, HUD can potentially fund other project activities that do not require aggregation with the work started after the date of enactment, such as operations and maintenance or program services. Contact your [CPF Grant Officer](#) to discuss additional project activities that may be able to be funded on an as needed basis.

Grant funds can be drawn down for reimbursement of eligible costs covered by a satisfactory environmental review after execution of the Grant Agreement for the project.

### **3.3.3 CPF Environmental Review Scenarios**

The below scenarios offer consideration of some common scenarios received from grantees to date about the status of their projects and next steps.

**In order for CGD and the Office of Environment and Energy (OEE) to best assist you in determining your next steps, you should submit your project narrative and budget to your CGD Grant Officer.** This will enable HUD to:

1) initiate the Grant Agreement, and

2) work With grantees to determine the level of environmental review necessary for the project.

1. Can I use my planning and administration funds prior to completion of my environmental review?

- Prior to the completion of the aggregated environmental review for the project, grantees can incur reimbursable soft costs covered by HUD's nationwide environmental review for CPF soft costs, any time after the date of enactment (March 9, 2024).
- A list of covered CPF soft costs can be found below and in [HUD's Part 50 Programmatic Environmental Review for CPF Soft Costs](#) and such costs can be drawn down for reimbursement after execution of the Grant Agreement.

2. Can I use my planning and administration funds to cover the costs to complete an environmental review?

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

- Soft costs to complete an environmental review are eligible under the planning, administration, management, and maintenance activities covered by HUD's programmatic environmental review discussed in Scenario 1 above.
- Grantees may also use CPF grant funds to compensate a local government responsible entity for the cost of preparing the environmental review for their project.
- Again, grantees may incur covered soft costs any time after the date of enactment (March 9, 2024) but can only request payment for those costs after the Grant Agreement has been fully executed.

### **3. Who will conduct the environmental review for my project?**

- You must reach out to the Unit of General Local Government (UGLG) in which the project is located and that has some level of land use responsibility, to request that they serve as the Responsible Entity (RE) and conduct the ER for your project. This can be the local municipality, county, or state in which the project is located in. If your local government refuses to serve as RE and conduct the ER, please reach out to your Regional Environmental Officer for next steps.

### **4. Who is responsible for implementing mitigation measures required by the environmental review?**

- Grantees are responsible for tracking and implementing any mitigation measures required by the environmental review. Please work with your local government responsible entity and Regional Environmental Officer if you have any questions about your responsibilities associated with carrying out mitigation requirements.

### **5. I was awarded a grant that is for a 100% planning activity. Do I have to complete an environmental review?**

- Based on your project narrative, your Grant Officer will confirm that your project is for planning only activities.
- As mentioned above, HUD has completed a programmatic environmental review for all planning activities and most other soft costs within the CPF portfolio.
- Thus, if you have a planning only grant, you do not have to conduct a new environmental review because the review has already been completed by HUD. You must have a fully executed Grant Agreement to draw down HUD funds for reimbursement of eligible activities.

### **6. I completed my project before receiving a signed grant agreement from HUD. Can I be reimbursed?**

- Some activities may be reimbursable depending on their timing and nature.
- Soft costs covered by HUD's nationwide environmental review for CPF soft costs that were incurred after the date of enactment (March 9, 2024) can be reimbursed after the execution of the Grant Agreement.

## FY2024 Community Project Funding Grant Guide (Version 1.0)

- Eligible hard costs incurred after the date of enactment (March 9, 2024) and the completion of a satisfactory environmental review are reimbursable after the execution of the Grant Agreement. See Federal Nexus and Choice-Limiting Actions section above for more information on HUD's project aggregation principles and what is included in a satisfactory environmental review process.
- For activities that fall outside of the scope of eligibility for reimbursement, HUD may be able to fund a related activity associated with the completed project. HUD's CPF Grant Officers will work with you to determine if there are other elements of the CPF-referenced project that can be funded in keeping with the intent of Congress.

### 7. I have started construction on my project with non-HUD funds, but plan to use HUD funds for a portion of my project:

#### a. Do I have to stop work on the project if the work was under contract prior to the date of enactment (March 9, 2024)?

- HUD is not directing grantees to stop construction work in instances where a construction contract was entered into prior to the date of enactment (March 9, 2024). In such cases, work funded by non-federal funds may proceed to the extent practical, and to the extent permitted in accordance with the previously executed contract. Grantees may not enter into additional construction contracts or make other choice-limiting commitments or actions, including commitments of HUD or additional non-HUD funds to the project after the date of enactment (March 9, 2024) without the completion of a satisfactory environmental review covering the aggregated scope of the project. An environmental review must be completed before HUD funds and new commitments of non-HUD funds can be used on a project.
- However, HUD does recommend that grantees stop work after the date of enactment (March 9, 2024), as a best practice. If any work conducted results in environmental harm that cannot be mitigated (e.g., damaging endangered species habitat, impacting a structure eligible for listing on the National Register of Historic Places), or precludes completion of federal consultation requirements, those project activities may not be able to be funded. For these reasons, continuing with work has risk of ineligibility for funding.

#### b. Do I have to stop work on a project if there isn't a contract in place?

- If you are using your own workforce to do the work and can stop work - i.e., there is no preexisting legal obligation with another party to continue the construction activities -you **must** pause construction until the environmental review is completed.

#### c. How is the environmental review conducted when the project is underway under an existing contract?

- As of the date of enactment on March 9, 2024, federal compliance requirements apply to the project and HUD funds cannot be expended on work that results in

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

environmental harm that cannot be mitigated. A satisfactory environmental review is necessary to determine the environmental impacts of the project.

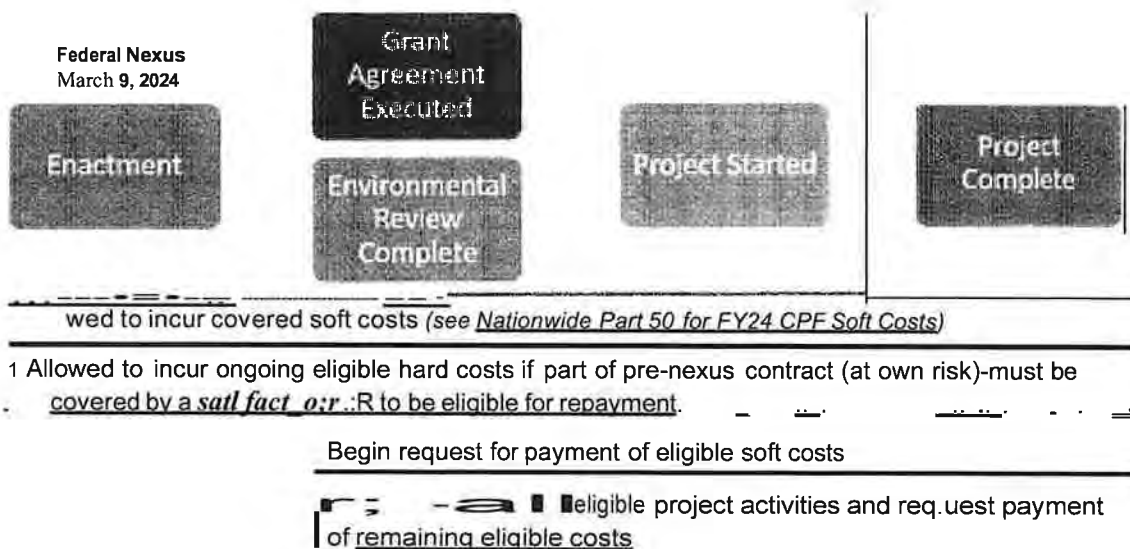
- Existing contracts or commitments entered into and completed prior to the date of enactment (March 9, 2024) cannot be reimbursed and do not need to be included in the satisfactory environmental review.
- Contracts or commitments that were entered into prior to enactment, but consist of work that will continue after enactment, may proceed at their own risk, as a satisfactory environmental review is required for all activities taking place after receipt of the date of enactment (March 9, 2024).
- Analysis with the environmental laws and authorities must be conducted and determine that there hasn't been environmental harm that cannot be mitigated, and that consultation with federal/state agencies is conducted in a manner that allows for mitigation measures/conditions to be implemented.

*Note: If a satisfactory environmental review cannot be completed for any reason, work with your Grant Officer and REO to determine next steps.*

**8. I have a completed HUD environmental review, but I do not have an executed Grant Agreement. Can I start using HUD funds?**

- Soft costs covered by HUD's nationwide environmental review for CPF soft costs can be incurred any time after the date of enactment (March 9, 2024) and can be drawn down for reimbursement after the execution of the Grant Agreement.
- Eligible hard costs can be incurred after the date of enactment (March 9, 2024) and can be drawn down for reimbursement after the execution of the Grant Agreement and the completion of a satisfactory environmental review for the aggregated project.

Figure 1: FY2024 CPF Payment Request Process Flow



## FY2024 Community Project Funding Grant Guide (Version 1.0)

### 3.3.4 Resource

#### **Applicable Appropriations Act:**

FY24 Consolidated Appropriations Act

FY24 Further Consolidated AQ.PIQ.Priations Act

#### **CPF Resources:**

HUD.gov EDI-CPF Landing Page

HUD Exchange CPF Landing Page

CPF Grant\_Offker Portfolio Assignments

#### **FY2024 CPF Specific Resources:**

HUD.gov CPF FY24 Webpage

HUD Exchange CPF FY24 Webpage

C:PF FY24 Cost Eligibility Chart

#### **CPF Environmental Review Resources:**

HUD Environmental Contacts

Guidance for Documenting the Environmental Review Record for CPF Grants

Request for Release of Funds (RROF) Point-of-Contact for CPF Grants

Ask A Question (AAQ) Help Desk for CPF

Sample MOA between a Responsible Entity and CPF Non-profit Grantee

24 CFR Part 58: Procedures for Entities Assuming HUD Environmental Responsibilities

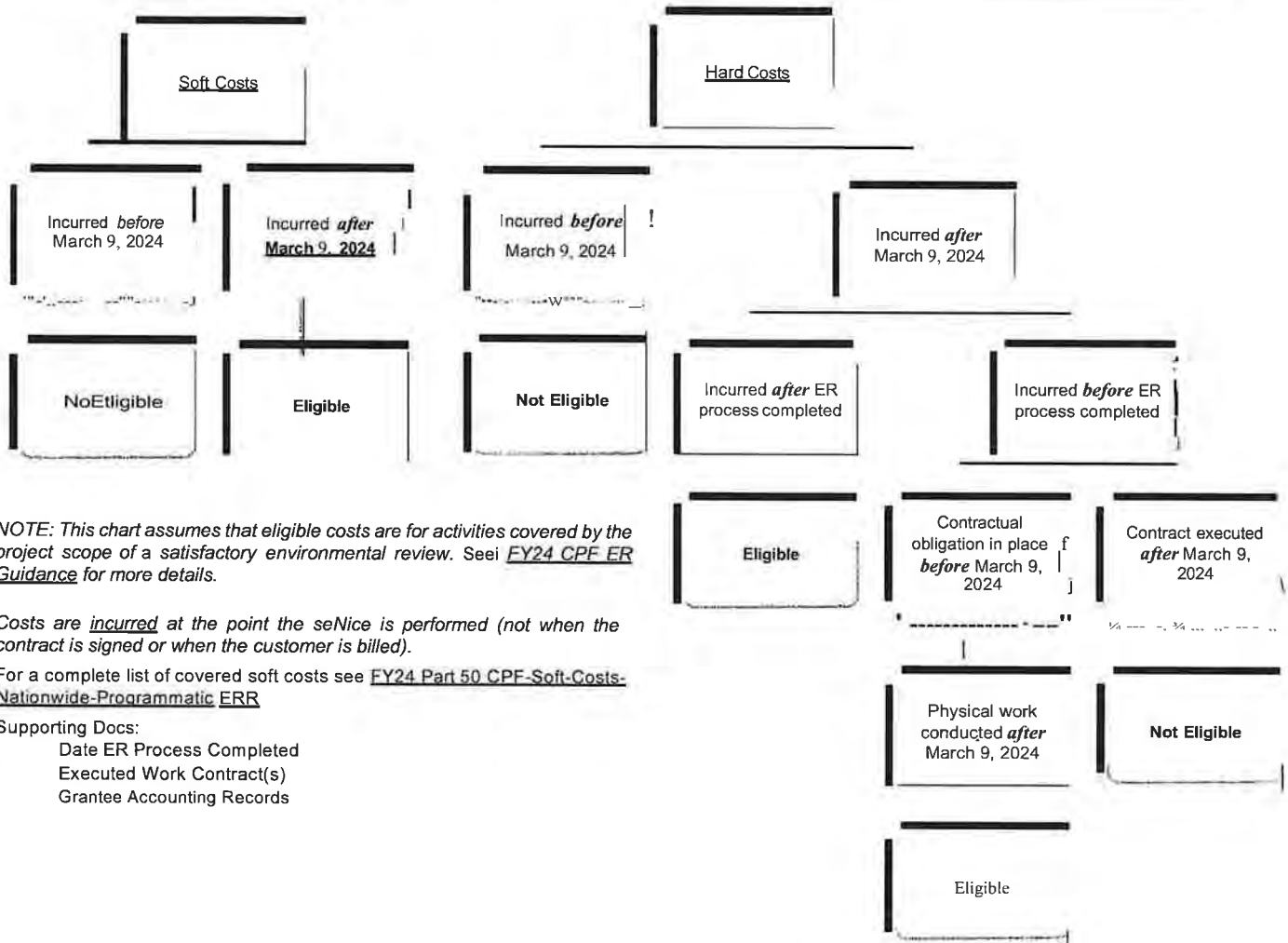
HEROS - HUD Environmental Review Online System

Environmental Review Training

#### **HUD's Nationwide Part 50 Programmatic Environmental Review for CPF Soft Costs:**

EY24 Part 50 CPF-Soft-Costs-Nationwide-Programmatic ERR

**FY2024 CPF Payment Eligibility Chart**  
 Project Funding Grant Guide (Version 1.0)



**NOTE:** This chart assumes that eligible costs are for activities covered by the project scope of a satisfactory environmental review. See [FY24 CPF ER Guidance](#) for more details.

Costs are incurred at the point the service is performed (not when the contract is signed or when the customer is billed).

For a complete list of covered soft costs see [FY24 Part 50 CPF-Soft-Costs-Nationwide-Programmatic ERR](#)

- Supporting Docs:
- Date ER Process Completed
  - Executed Work Contract(s)
  - Grantee Accounting Records



## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

---

### **3.4 Build America, Buy America (BABA) Act Guidance for FY2024 CPF Grants**

The Build America, Buy America Act (BABA) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021. BABA established the Buy America Preference (BAP), which requires that Federally funded infrastructure projects use domestically produced materials.

The obligation date for all FY 2024 CPF grants is August 13, 2024, which means that the BAP applies to all iron and steel products used in the construction, alteration, maintenance, or repair of infrastructure projects funded through FY 2024 CPF grants, unless a HUD general or project waiver applies. Under HUD's Phased Implementation Waiver, construction materials and manufactured products are not subject to the BAP for FY 2024 CPF grants.

For assistance determining material classifications, BAP applicability to specific projects, and how to maximize waiver flexibility, grantees should review HUD's BABA implementation notice, which is available on the BABA HUDExchange.

In addition to the implementation notice, the following technical assistance resources are available:

- [Beyond the Basics: Implementing the BAP Webinar](#)
- [CPF BABA Quick Guide](#)
- [CPF BABA Webinar](#)
- [BABA Frequently Asked Questions](#)

For specific questions that are not answered by the materials provided above, grantees should submit a question via the HUDExchange [Ask A Question](#) feature.

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **SECTION 4: CONTACT INFORMATION FOR GRANT OFFICERS, SYSTEM OFFICERS, AND REGIONAL ENVIRONMENTAL OFFICERS**

Below is a link to the CPF Grants: Grant Officer Portfolio Assignments, System Officer Portfolio Assignments, and REO contact information for your state.

<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

---

### **SECTION 5: ATTACHMENTS**

Attachment 1: Grant Agreement Submission Checklist

Attachment 2: *Direct Deposit Sign-Up Form (SF-1199A)*

Attachment 3: *Change of Address Request (HUD-27056) Form*

Attachment 4: Ask-A-Question (AAQ): Technical Assistance Guide

Attachment 5: CPF Frequently Asked Questions (FAQs)

Attachment 6: Sample Narrative Outline and Example

Attachment 7: Sample Budget

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **Attachment 1: Grant Agreement Submission Checklist**

To assist you with completing the required materials, please make sure that you have completed the following:

- D You have an **active** SAM.gov registration. Expired UElS and "ID Assigned" are not acceptable.
- D The project narrative describes the ENTIRE project and indicates the specific activities that will be financed with CPF grant funds.
- D The project budget is consistent with the requirements of the applicable appropriations act(s) and cost principles in 2 CFR part 200.
- D Indirect Cost Rate

FY2024 Community Project Funding Grant Guide (Version 1.0)

Attachment 2: Direct Deposit Sign-Up Form (SF-1199A)

SIInd:rcFonn ttnA  
 (Pvt, fbrJ:-- 2: =1  
 F-u, s+nehm14ru r-1:1r  
 7:7bx1173:1 Cr. 10+

iver): +?3c, cc

DIRECT DEPOSIT SIGN-UP FORM

D E:TIC N3

- To sign up, you must complete this form and provide the following information:
  - Name of payee (last, first, middle, initial)
  - Address (street, city, state, zip)
  - Telephone number (area code and number)
  - Grant number (6:2#-CP-XX)
  - Payee's EINITIN
  - Payee/Joint Payee Certification
  - Authorized Representative's Signature
- The direct deposit number and type of payment must be provided. The direct deposit number is found on the back of the check. The type of payment is found on the front of the check.
- The direct deposit account number must be provided. The account number is found on the back of the check.
- The direct deposit account type must be provided. The account type is found on the front of the check.
- The direct deposit account name must be provided. The account name is found on the front of the check.
- The direct deposit account address must be provided. The account address is found on the front of the check.
- The direct deposit account city must be provided. The account city is found on the front of the check.
- The direct deposit account state must be provided. The account state is found on the front of the check.
- The direct deposit account zip must be provided. The account zip is found on the front of the check.
- The direct deposit account type must be provided. The account type is found on the front of the check.
- The direct deposit account name must be provided. The account name is found on the front of the check.
- The direct deposit account address must be provided. The account address is found on the front of the check.
- The direct deposit account city must be provided. The account city is found on the front of the check.
- The direct deposit account state must be provided. The account state is found on the front of the check.
- The direct deposit account zip must be provided. The account zip is found on the front of the check.

SECTION 1 (TO BE COMPLETED BY PAYEE)

NAME OF PAYEE (last, first, middle, initial) <b>Grantee's Name</b> Address CITY STATE ZIP		TYPE OF DEPOSITOR ACCOUNT <input checked="" type="checkbox"/> CHECK, IN-3: SAVINGS <input type="checkbox"/> DEPOSITOR ACCOUNT NIJM SER	
TELEPHONE NUMBER AREA CODE		TYPE OF PAYMENT (check, cash, etc.) VA C: <input type="checkbox"/> Tpr, utoc "Fleto, <input checked="" type="checkbox"/> CTI<1 CPF-GJ	
GRANT NUMBER: 6:2#-CP-XX Grantee's EINITIN		THIS SOX FC: ALLOTMENT OF PAYEE ONLY (1 of 1) TYPE AMOUNT	
PAYEE/JOINT PAYEE CERTIFICATION I certify that the above information is true and correct.		JOINT ACCOUNT HOLDERS' CERTIFICATION I certify that the above information is true and correct.	
Authorized Representative's Signature		SIGNATURE	

SECTION 2 (TO BE COMPLETED BY GOVERNMENT AGENCY)

UD/Office of CGD 451 7th Street, S.W.  
 Washington, DC 20410

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

FINANCIAL INSTITUTION CERTIFICATION I certify that the above information is true and correct.	
--	--

GOVERNMENT AGENCY COPY

# FY2024 Community Project Funding Grant Guide (Version 1.0)

## Attachment 3: Change of Address Request (HUD-27056) Form

If your **official address** changes, please complete this form and email to your Grant Officer for processing. **NOTE:** This form is **not** required for changes in your project address if that address differs from your official address. However, you must email your Grant Officer if your project address changes.

<https://www.hud.gov/sites/documents/27Q56.PDF>

### Change of Address Request for Recipients of HUD Grants or Contracts

U.S. Department of Housing  
and Urban Development  
Office of the Chief Human Capital Officer

**Instructions:** This form is to be completed by recipients of HUD Grants or Contracts when their address changes. Please note the maximum characters per area. Characters in excess of the maximum will be truncated. The recipient shall submit this request to the appropriate Field/Program Office for approval. Once approved, the Field/Program Office will forward the request to Accounting for processing. After being processed, the U.S. Department of Housing and Urban Development will send all future correspondence to the new address.

<b>Current Information</b>	
Address (33 characters)	City (22 characters)
State (2 characters)	Zip (5 characters)
Country (3 characters)	Phone Number (10 characters)
<b>Enter the Requested Changes</b>	
New Address (33 characters)	New City (22 characters)
New State (2 characters)	New Zip (5 characters)
New Country (3 characters)	New Phone Number (10 characters)
<input checked="" type="checkbox"/> <b>Approval</b> (only necessary on requests for a recipient name change)	

## FY2024 Community Project Funding Grant Guide (Version 1.0)

### Attachment 4: Ask-A-Question (AAQ): Technical Assistance Guide

The Ask-A-Question tool on HUD Exchange has been expanded to provide technical assistance for CPF grantees. You can access the website by going to <https://www.hudexchange.info/program-support/my-question/> where you can submit a question.

The first step in submitting a question is to fill in the Personal Information fields. All the fields are required.

Step 1 of 2

Person, 11/11/2024 11:11 AM \* Required fields

- First Name
- Last Name
- State
- City/Town
- County
- Phone Number
- Email Address
- Confirm Email

Once you have entered your personal information, please select I am a "HUD Grantee." If your organization or community is listed, please select the correct grantee name.

I am a

Which Grantee are you?

Site 2

If you do not **find** your entity's name, select "Other - Please Specify" in the I am a field, and you will be able to provide the entity name in the "Other" field.

## FY2024 Community Project Funding Grant Guide (Version 1.0)

•tam a

c: t...ve se: :-e: 5,

,Other

1'@Z▶

Once you have identified yourself, select the button for Step 2.

You will be taken to Step 2 of 2 after a prompt to review your personal information. Please select "CPF: Community Project Funding" in the My question is related to field. Then add a subject line, enter your question, and upload any applicable documents. Include your grant number, if possible. Submit your question.

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

**Attachment 5: CPF Frequently Asked Questions (FAQs)**

Below is a link to the CPF FAQs.

<https://www.hudexchange.info/resource/6777/cpf-faqs/>

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

### **Attachment 6: Sample Narrative Outline and Example**

The outline below can be adapted for your project narrative. This is not a required format but may be useful to consider. Having section headers and subsection headers is useful.

#### **1. Project Description**

- a. Project Name: It must match the Amended CPF Grants Table
- b. Project Address(es) and Location: Include specific the project address(es) Including GPS coordinates or service area.
- c. Project Purpose: Provide a sentence that summarizes what the project will accomplish.
- d. Project Narrative:
  - i. Provide a summary of the entire project which restates its purpose, identifies activity categories and specifies uses of the CPF grant as part of or for the entire project.
  - ii. If part of a larger project, provide a description of the broader project.
  - iii. This narrative section should describe all actions that will be undertaken as part of the project, regardless of funding source. The content typically comprises the bulk of the written narrative.

#### **2. Project Metrics**

- a. Goals, Outcomes, Objective: The project must have clearly stated goals, outcomes, and objectives. State each.
- b. Section 3 Performance Measures: Refer to the HUD Exchange Section 3 website pages for additional information.
- c. BABA Metrics: Refer to the "BABA for CPF Quick Guide" on the HUD Exchange CPF Website.

#### **1. Project Timeline & Project Status**

- a. Current status: understanding the current project status is critical. Provide a succinct explanation of where the project is in its lifespan from concept to execution to completion. Consider these questions in your written statements:
  - What is the status of the project?
  - Is the project still in the "ideas" phase with no contracts or agreements executed?
  - Has procurement started?
  - Is construction or program implementation underway?
  - Is the project complete?
- b. Proposed Timeline: Provide an estimated start and end date for the project along with key benchmarks with dates for the project.
- c. Environmental Review Status: Consider the following:
  - Adhering to the environmental review requirements in the National Environmental Policy Act (NEPA) is critical.
  - Describe what steps have been taken toward environmental clearance and the current status. This could range from having completed no steps toward

## FY2024 Community Project Funding Grant Guide (Version 1.0)

environmental clearance all the way through completion of an environmental assessment.

3. **Project Scope:** See below for ideas for including in your written project scope.
4. **Subrecipients:**
  1. Same grantees will want to use one or more subrecipients to execute their project. If you plan to use subrecipients, a written justification should be provided for why the project is best implemented using subrecipients.
  1. Describe the role of each of the subrecipients and add the subrecipient's EIN or UEI number.
    - a. Describe the scope of the project that will be handled by each subrecipient and what tasks/functions will be kept with the CPF grantee.

Example: Public Facility- Emergency Food Network Warehouse

### **Project Name**

Emergency Food Network of Alpha and Beta County (B-24-CP-TX-0394)

### **Project Purpose**

EFN will build a warehouse, including but not limited to, providing the staffing and all relevant soft costs needed to make the warehouse operational.

### **Project Scope**

The CPF grant will be used to help fund the soft costs associated with building and operating a new warehouse, including but not limited to, providing the staffing and all relevant soft costs needed to make the warehouse operational. Specify, all funding awarded from the CPF grant Will be used for soft costs associated with building the warehouse.

These soft costs include:

- Architecture and Engineering
- Owner's Representation Consultation
- Two FTE's: 75% of hourly rate, 403b, and insurance expenses for three years
- Deputy Director: 50% of salary, 403b, insurance, and benefits expenses for three years
- Security: 80% of security expense for three years
- Insurance of future warehouse
- Potential NEPA review consultant
- Racking, forklifts, breakroom furnishings, office furniture, window coverings, technology (computers, printers, etc.), long range walkie talkies, lockers, washer/dryer, industrial warehouse cleaner, floor buffer, impact donor panel, transportation carts and tools, portable conveyors

EFN is not engaged in lobbying activities.

Yes, **the** CPF funded project is part of a larger project.

## **FY2024 Community Project Funding Grant Guide (Version 1.0)**

EFN is building a new 21,500- square-foot warehouse on our Lakewood campus. It will serve as our primary storage space for food. Our existing warehouse will then maintain a 30-day supply of food and serve as a more efficient order-building space for distribution.

Yes, the project has already started. We have completed a feasibility study, established a relationship with a design firm, and hired a project manager to guide us through the process. EFN has done extensive outreach to elected officials, foundations, and community members to gather support for this project. Currently, EFN has raised \$7,175,000. Below are additional updates to the current state of the project:

- SEPA Determination of Non-Significance was issued February 9, 2023. There were no appeals. This permit application is now finalized.
- Design Review application review to be completed, and issued, March 1, 2023. The planning division has a few steps to complete after a design review has been issued.

EFN will not be using a subrecipient to implement any part of the project.

### **Overview of Project and Anticipated Outcomes**

EFN has been operating above the capacity of our current space to meet the needs of the community. To maintain our current operating level of over 1 million pounds of food distributed each month, we currently use our primary 17,000-square-foot warehouse for storage and order building, along with our 3,200-square-foot vertical storage space, rented and owned trailers onsite for storage, and rented offsite storage space. All these measures made it possible for us to meet the 40% increase in demand that occurred during the first months of the COVID-19 pandemic. These measures also allow us to continue operating through increased community need this year, as we saw nearly double the number of clients' visits this October compared to last.

To be prepared to meet changing community needs in the future, however, we need more sustainable, efficient, and permanent solutions. The new warehouse space created by the Building Campaign provides these solutions. The campaign will build an additional 21,500-square-foot warehouse space on our Lakewood campus, and it will serve as our primary storage space for food. Our existing warehouse will then maintain a 30-day supply of food and serve as a more efficient order-building space for distribution. We have already completed a feasibility study, established a close relationship with a design firm, hired a project manager to guide us through the process, and identified additional staffing and security that will be required for the warehouse to be operational. We are currently reviewing bids from contractors and navigating the permitting process. We plan to break ground in spring of 2023 on the project; project completion will occur by year's end.

By centralizing our inventory onto our Lakewood campus, the Building Campaign will transform our daily operations. Our team's twice-monthly inventory will become vastly more efficient and accurate, saving us transportation costs and countless work hours to move and monitor the product across locations. Increased inventory efficiency and accuracy ultimately

## FY2024 Community Project Funding Grant Guide (Version 1.0)

mean better meeting the needs of our Partner Programs, providing them with the food they ask for more often. Additionally, if a natural disaster occurred with our current storage arrangements, we would risk being cut off from our food supply and being less able to feed our neighbors during a disaster. The 40% increase in storage space will also enable us to have more food on hand. During our feasibility study, we identified that we would need two FTE's, security, and additional leadership on EFN's Executive Team to manage the 40% increase in space. All these improvements will allow EFN to continue serving our community effectively, on a day-to-day basis and in the event of a disaster.

The Building Campaign will not just improve our operations in the short term, but it will position us for success in a changing food landscape for decades to come. Leaders in the hunger relief sector predict a shift in the types of foods in the emergency food system, moving away from nonperishables and towards fresh foods, specially produce. Our new warehouse is specifically designed with the ability to be retrofitted for additional cooler and freezer space, so that we will not need another capital project when the food landscape shifts. In the meantime, the new warehouse will provide additional storage space for nonperishable food. The pandemic taught us that flexibility is key to successfully navigating changing food streams, and the Building for the Future campaign will give us the necessary flexibility in the short- and long-term to feed our neighbors in need.

### Attachmgt Z: Sample Budget

The sample below can be adapted for your project budget. This is not a required format but may be useful to consider. All CPF grantees are required to submit a line-item budget. As defined by 2 CFR 200.1, "budget" means the financial plan for the Federal award. It is an estimate of the money required to take a project from initiation to completion. The line-item budget should: show expenses for the entire project, both those being paid for by the CPF award as well as any other sources; identify separately those costs that will be paid by the CPF award and those that will be paid by another source; and be consistent with the Amended CPF Grants Table and the project narrative. The total CPF amount in the budget must equal the amount of the CPF award.

#### Sample Budget: Construction Projects

<b>COST CLASSIFICATION</b>	<b>CPF Funds</b>	<b>Non-CPF Funds</b>	<b>Total</b>
1. Administrative and legal expenses			
2. Land, structures, rights-of-way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Contingencies			
12. SUBTOTAL			

**FY2024 Community Project Funding Grant Guide (Version 1.0)**

- 13. Project (Program) Income
- 14. TOTAL PROJECT COSTS (subtract line 13 from 12)

Sample Budget: Non-Construction Projects

COST CLASSIFICATION	CPF Funds	Non-CPF Funds	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual			
7. SUBTOTAL Direct Charges (sum of lines 1-6)			
8. Indirect Char es			
9. TOTAL PROJECT COSTS (sum of line 7 and 8)			
10. Project (program) income			
11. TOTAL PROJECT COSTS (subtract #10 from #9)			

**PAPERWORK REDUCTION ACT**

Economic Development, Community Project Funding/Congressionally Directed Spending  
 U.S. Department of Housing and Urban Development  
 OMB Apprnval No 2506-0217

Public Reporting Burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Response to this collection of information is mandatory to obtain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

# **Attachment M**

## **Mandatory Zoom Meeting Credentials**

ZOOM CREDENTIALS FOR JUNE 1, 2026 AT 12:00PM:

<https://us06web.zoom.us/j/85665724197?pwd=ciONANHUKcvo4DCXm7AhMim6F5HwRZ.1>

Meeting chat link

<https://us06web.zoom.us/launch/jc/85665724197>

View meeting insights with Zoom AI Companion

<https://us06web.zoom.us/launch/edl?muid=7da0bbeb-a739-4e73-a965-abe7519b1926>

Meeting ID: 856 6572 4197

Passcode: 745139

One tap mobile

+13126266799,,85665724197#,,,,\*745139# US (Chicago)

+16465588656,,85665724197#,,,,\*745139# US (New York)

---

Join by SIP

• 85665724197@zoomcrc.com

Join instructions

[https://us06web.zoom.us/meetings/85665724197/invitations?signature=Aef-YXPGar5rn9NPNmUaaVKY9csD\\_3xyR2YU0ja\\_Vgc](https://us06web.zoom.us/meetings/85665724197/invitations?signature=Aef-YXPGar5rn9NPNmUaaVKY9csD_3xyR2YU0ja_Vgc)