



## 1. PROGRAM OVERVIEW

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### PROGRAM MISSION & GOALS

The Neighborhood Business Improvement Program (NBIP) is one of the resources offered by Salt Lake City's Housing Stability Division to strengthen the City's neighborhoods. Housing Stability utilizes federal funding to support local for-profit businesses by offering up to \$50,000 in grants to improve their façades. Increasing the street appeal of properties positively affects the surrounding neighborhoods and boosts the economy on a local level.

Census tract data is used to identify neighborhoods in the City where there are at least 51% or more residents that have been identified as Low- or Moderate-Income (LMI) households<sup>1</sup>. These identified neighborhoods make up the "target area" of the program. These neighborhoods include the following: Rose Park, Fairpark, Jordan Meadows, Poplar Grove, Downtown, Central 9th, Ballpark, Central City, Liberty Well, and Glendale. Preference is given to applicants who are Minority, Woman, or Veteran-Owned, that are applying to make ADA accommodations, or to small and local businesses.

### AMOUNT & TYPE OF ASSISTANCE

This program provides grants up to \$50,000 for a single project (by parcel). Grants will be awarded as funding allows. Preference will be given to applicants who contribute at least 25% of the overall project budget. Applicants will be asked if they are willing to contribute 25% during the application process, if awarded funding, their 25% contribution will be due to the awarded General Contractor within five days of when the contract is executed.

*Example 1: Project Bid \$34,500 (Gutters, Window and Sign)*

*The applicant elected to contribute 25% of the total bid price. Their contribution would be \$8,625 and the City would pay the remaining balance of \$25,875.*

*Example 2: Project Bid \$70,000 (Garage Doors, Painting, Roof, and Awning)*

*The applicant elected to contribute 25% of the total bid price. Their contribution would be \$20,000 (25% of \$70,000 is \$17,500, but the max grant amount is \$50,000 so the applicant would be required to pay the difference) and the City would pay the remaining \$50,000.*

*Example 3: Project Bid \$49,500 (Mural, Lighting, Signage, and Storefront Door)*

*The applicant did NOT elect to contribute 25%. The City would pay the entire project bid price of \$49,500.*

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<sup>1</sup> US Department of Housing and Urban Development, 2011-2015 Low- and Moderate-Income Block Groups; Esri

## APPLICATION & GRANT TIMELINE

The application period will begin May 01, 2023, and close May 31, 2023. Late applications will not be accepted. Grants will be reviewed and scored during June and July 2023. Award and denial letters will be sent to all applicants in August 2023. The grant contract period will begin once the contract is executed and will terminate at the fiscal year-end (June 30, 2024).

## APPROPRIATE USES OF FUNDS

Salt Lake City's NBIP is funded by a Community Development Block Grant (CDBG) and must comply with both CDBG and City requirements. Appropriate uses of the funds include the following:

Eligible Uses	
<p>Façade Improvements- <i>This includes any side of the building which is visible from the street.</i></p> <ul style="list-style-type: none"><li>• Architectural, design and related professional fees</li><li>• Labor, materials and fixtures</li><li>• Rehabilitation of exterior facades to recover and/or preserve significant historical and architectural features of the structure</li><li>• Gutters and down spouts</li><li>• Doors and windows</li><li>• Exterior painting (including murals)</li><li>• Attached exterior lighting</li><li>• Siding and trim treatments including awnings and planter boxes</li><li>• Soffit and Fascia</li><li>• Fencing to enhance the outward appearance (height limit of three feet)</li></ul>	<ul style="list-style-type: none"><li>• Appropriately scaled window areas for display or for looking into a retail business, restaurant, or service business, with lighting to facilitate night viewing</li><li>• Signs that are integrated into the architecture of the building</li><li>• Removal of barriers to access for people with disabilities</li><li>• Addition or repair of awnings or shade mechanisms affixed to the building</li><li>• Roofing</li></ul> <p>Blight Improvements</p> <ul style="list-style-type: none"><li>• Interior Code Violations (e.g., accessibility, fire alarms, mold)</li></ul>
Ineligible Uses	
<ul style="list-style-type: none"><li>• Interior modifications (unless an interior code violation)</li><li>• Parking lots and/or paving</li><li>• Landscaping</li><li>• Public sidewalks</li><li>• Painting unpainted brick</li><li>• Signage not affixed to the building</li></ul>	<ul style="list-style-type: none"><li>• Equipment and furnishings</li><li>• New construction</li><li>• Property acquisition</li><li>• Expansion of the building area</li><li>• Other activities specifically prohibited.</li><li>• Fencing in a height excess of three feet</li></ul>

*\*Note: Eligible activities must occur during the contract period to be eligible for reimbursement.*

## 2. PROGRAM ELIGIBILITY & REQUIREMENTS

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### TARGET AREA REQUIREMENTS

The project must be located within Salt Lake City's NBIP's target area (see Attachment A - Target Area Map). Projects on both sides of the street are eligible.

### BUILDING/BUSINESS TYPE REQUIREMENTS

Applicants must have for-profit commercial buildings with facades visible from the street. Preference will be given to small<sup>2</sup> and local businesses. Buildings must be in a commercial corridor with street access. Mixed-use commercial/residential buildings are eligible, but improvements must be limited to the commercial portion of the building.

If the building is currently vacant or blighted, the applicant has six months to arrange a tenant. For the NBIP, blight is defined as an abandoned or vacant building in an area zoned for urban use and served by utilities that poses a threat to the health, safety, or welfare of the community. Blight can also be defined as a building with substantial physical dilapidation, deterioration, or defective construction of the building or infrastructure or significant noncompliance with current building code, safety code, health code, or fire code requirements or local ordinances.

### OWNERSHIP REQUIREMENTS

Both business owners and property owners are eligible to apply for the grant. If the applicant is a tenant of the property, permission from the property owner must be obtained. If selected for funding, a notarized letter from the property owner will be requested and will be party to the grant agreement. It is recommended that tenants have, at a minimum, 12 months remaining on their lease or an option to renew.

### FEDERAL REQUIREMENTS

The NBIP extends assistance to eligible projects under 24CFR 570.202(a)(3). Because the program is funded with federal CDBG funding, all projects must comply with the CDBG program's National Objective, as follows:

1. Benefit low- and moderate-income persons
  - o The business has a service area that is a) primarily residential and b) is comprised of at least 51% low and moderate-income residents. Low to moderate-income is defined as 80% of the area median income as published annually by HUD for Salt Lake County.
2. Address/Remove blight on a spot basis.

Projects will be evaluated on a case-by-case basis to ensure eligibility with CDBG National Objective. Once a project is approved, applicants and contractors must agree to provide supporting documentation and comply with reporting requirements.

### FLOOD INSURANCE

If the applicant's project location resides within the 100 Year Flood Zones, they are required to have flood insurance to receive Federal Funds. Before applying, please check <https://msc.fema.gov/portal/home> to see if your project is located within a flood

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<sup>2</sup> Small Business Act (15 U.S.C. 631, 636, 637) <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements>

zone. If your business resides in a flood zone, proof of existing flood insurance will be requested (if selected for funding).

## OTHER PROGRAM REQUIREMENTS

1. Applications will not be accepted for improvements already underway.
2. All work must follow applicable permitting and code requirements, zoning ordinances, and standard engineering practices. To see zoning requirements applicable to an address, use [this](#) map.
3. Architectural drawings may be required and will be the grantee's responsibility to obtain. (Costs can be included in 25% Contribution).
4. Projects are required to comply with the Davis-Bacon and Related Acts.
5. Projects are required to comply with the Copeland Act, the Contract Work Hours and Safety Standards Act, and lead-based paint regulations.
6. Projects will be submitted for an Environmental Review.
  - o If the building is over 50 years old or resides within an Historic District, we will be required to receive a certificate of appropriateness from the State Historic Preservation Office (SHPO). This can take up to 30 days.
7. Construction cannot begin until an executed contract is in place and the City's bid process is complete.
8. All work and purchase of materials must go through a licensed general contractor.
9. Any property that receives CDBG funds in excess of \$25,000 for improvements would be subject to a five-year property use restriction recorded with the County and the City. This is to ensure that the funded improvements benefit the business or a similar business at the property during that time.

## DESIGN REQUIREMENTS

1. Façade improvements should make a noticeable contribution to neighborhood revitalization efforts.
2. The proposed design should be consistent with the character of the neighborhood.
3. Façade improvements should support and enhance pedestrian accessibility. Signs, windows, doors, and lighting should be pedestrian oriented.
4. The improvements are to conform to local and national historic district guidelines, if applicable.
5. Significant architectural features should be repaired and preserved rather than replaced. If replacement is required, the design and materials should be consistent with the original historic character of the building.

## 3. APPLICATION & PROJECT COMPLETION PROCESS

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### APPLICATION SUBMISSION

Applications will be deemed complete upon submission of the following (incomplete applications will not be reviewed):

- Project details and supporting documents including:
  - o Identified areas of the building to be improved (both in photo and description, such as, area east of the main entrance, from front east corner to west end of the building, around the doors or windows, etc.)
  - o Existing types of surface and materials of areas to be refinished,

- altered, painted, etc., such as window or door frames material types.
  - Proposed type of new surface, materials, etc.
  - Signage must be attached to the building and have a reasonable description including size to determine if signage is considered a mural, non-religious, non-political, and allowed according to the zoning ordinance.
  - Confirmation that lighting is either:
    - Attached to building's exterior, or
    - An interior front window display
- Photographs of the building's current condition, including:
  - The façade
    - Please take a picture of every side which is visible from the street that you are proposing to make improvements on.
  - Specific areas where improvements will be made.
- Estimated budget:
  - Cite a source from a professional who has expertise in construction cost estimates.
    - These are price quotes (not bids). Applicants cannot obligate funds to any professional, contractor, architect, etc. until you have an executed contract and have followed the city bid process.
- If the applicant is a tenant, a letter of support from the property owner must be included.
- All documentation or clarifications as requested by City staff.
- All applications must be submitted to Zoomgrants by the deadline. City staff will hold an Application Training session and provide application technical assistance if needed.

## APPLICATION REVIEW

City staff will screen all applications to ensure eligibility and provide an administrative score. The NBIP Selection Committee will evaluate all applications and grant awards to the proposed projects that are determined to have the greatest impact within the targeted areas (Attachment B- *NBIP Scoring Rubric*).

- The committee may make requirements or recommendations in line with the application's improvements. If the committee sets any requirements, they must be followed to obtain the grant award. For example, the committee might require the applicant to add a new garage door to their building, or specify the material being used within the project.
- City staff will perform an Environmental review according to CDBG guidelines. If the building is over 50 years old or resides within a Historic District. If a project is required to go to SHPO, then the process can take up to 30 days.

## BID AND PRE-CONSTRUCTION

Applicant will work with the City to ensure that procurement and labor relations requirements are met. Sealed bidding is the solicitation method used for these projects. An Invitation for Bids will be publicly advertised using the Public Procurement website. Attendance at the pre-bid meetings is mandatory for General Contractors to be eligible to submit a bid. Contractors will have two weeks to submit a sealed bid after the pre-bid meeting. Bids will be opened publicly at a specified time and location by City Staff. Contractors cannot be promised work before the required bid process has

finished. According to Federal Regulations, applicants are to use the lowest responsive and responsible bidder. Any or all bids may be rejected by the City if there is a sound documented reason.

## GRANT AGREEMENT

After a General Contractor is awarded the bid, the applicant will be required to enter and execute a three- party grant agreement with the City and awarded General Contractor to establish terms, conditions, and requirements for program participation (See Attachment C- *NBIP Boilerplate Example*). Any work completed prior to the execution of the Grant Agreement will not be eligible for reimbursement. Funding must be spent by the end of the contract period; contract extensions will only be awarded on a case-by-case basis.

## CONSTRUCTION

Construction work shall commence once all approvals and permits have been received. All work must be completed within the contract period.

## GRANT DISBURSEMENT

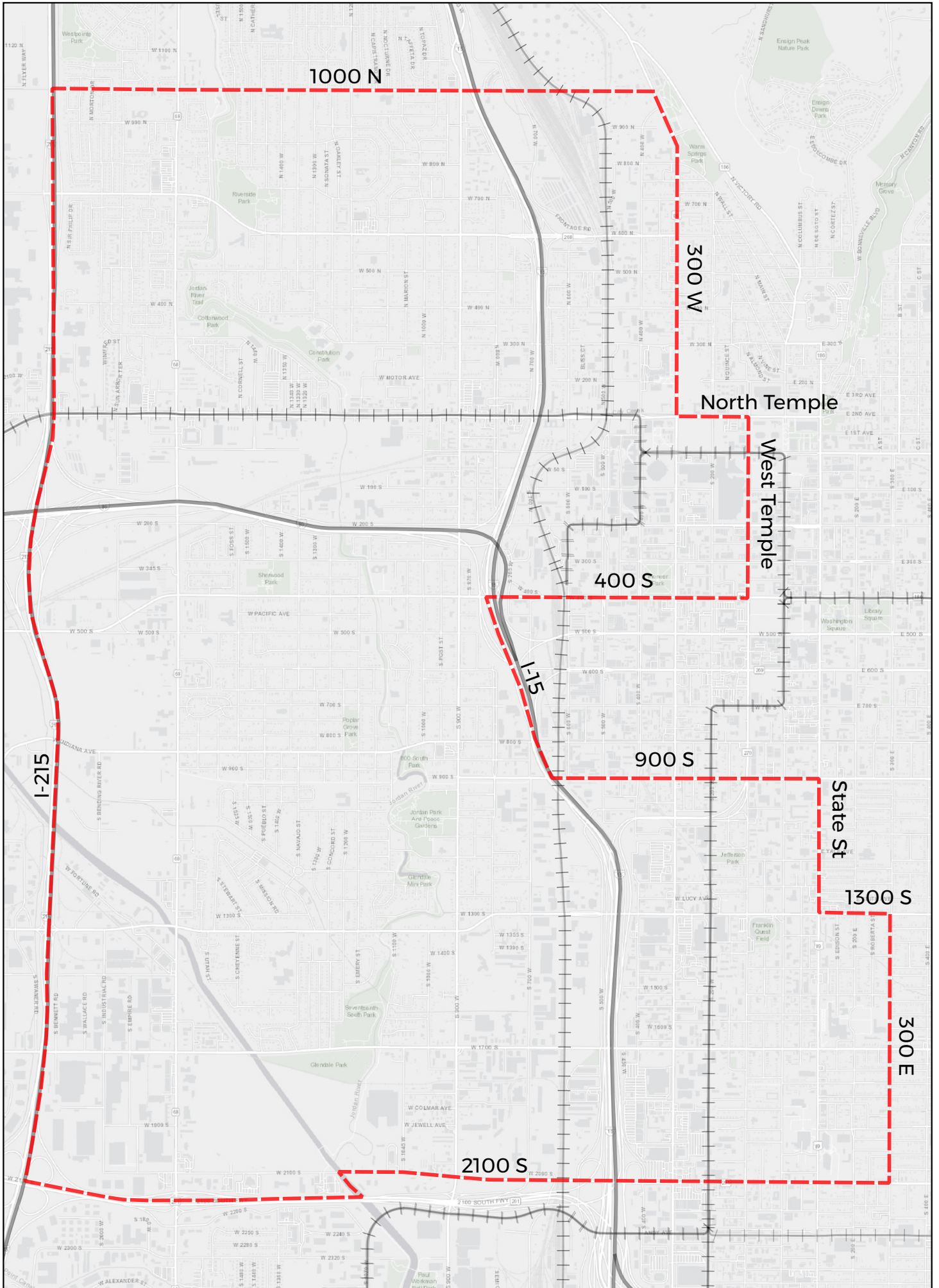
The City will pay General Contractors directly through progress payments as work and required documents are submitted and approved by the grantee. Payment requests must be submitted in Zoomgrants. Payments can take up to thirty days to process.

## REPORTING

After the construction is completed, the applicant may be required to submit a review survey. Applicants may also be asked to give a testimonial of the project. City employees will go on-site to take before, during, and after photos to document the project.



# Attachment A: Salt Lake City- Target Area Map



**Attachment B: NBIP Scoring Rubrics**  
FY24 Grant Applications

<b>Administrative Review</b>	
<b>Eligibility Criteria</b>	<i>Points Possible</i>
Is the business located in the target area?	Yes/No
Are the proposed improvements eligible?	Yes/No Comments
<b>Priority Points</b>	
Is the applicant a small or local business? (Yes/No) if Yes, 1 point	1
Is the applicant a business that is Section 3, Woman, Minority, or Veteran-Owned? (Yes/No) if Yes, 1 point	1
Is the applicant applying to make ADA accommodations? (Yes/No) if Yes, 1 point	1
Does the applicant plan to contribute at least 25% to the project? (Yes/No) if Yes, 2 points	2
<b>Application Questions</b>	
Overall, does the project align with the purpose of the grant?	5x2
Is this a first-time grantee? (Sliding scale by last time they received the grant— 0 points if they received last year, 5 points if never received, 4- if received five years ago, 3- if received four years ago, etc.)	5
Does the business serve low-to-moderate income residents in the surrounding community?	5x3
If the building is vacant, does the business have reasonable plans to have a tenant within six months? (if the building is not vacant, then automatic 5 points)	5
Is there a high need for the improvement? (i.e., ADA accommodations, interior code violations, blighted property, lack of comparable options)	5
Is the project feasible?	5
<b>Total Points Possible</b>	<b>50</b>



NBIP Selection Committee Review	
<i>Criteria</i>	<i>Points Possible</i>
<b>Project Feasibility</b>	20 points
Do the proposed improvements appear to be reasonably constructible?	5
Can the proposed improvements be completed by the end of the fiscal year? (June 30 <sup>th</sup> , 2024)	5x2
Do the cost estimates for the proposed improvements appear to be reasonable?	5
<b>Longevity</b>	20 points
Are the proposed improvements durable?	5
Will the proposed improvements result in a long-term benefit?	5
Is it likely that the proposed improvements would be retained if the current owner or tenant of the impacted property changed?	5x2
<b>Economic Benefit</b>	25 Points
Is it likely that the proposed improvements will result in improved marketing, customer accessibility, or sales for the impacted property's current tenant(s)?	5x2
Is it likely that the proposed improvements will result in a more efficient operation of the business?	5
Will the proposed improvements benefit low-to-moderate income residents in the surrounding area?	5x2
<b>Neighborhood Impact</b>	35 points
Do the proposed improvements positively impact the visual aesthetics of the impacted neighborhood?	5x2
Is the proposed design consistent with the character of the neighborhood?	5
Do the façade improvements support and enhance pedestrian accessibility?	5
Do the proposed improvements contribute to the health or safety of the impacted neighborhood?	5
Will the proposed improvements create, support, or draw positive activity to the impacted neighborhood?	5x2
<b>Total Points Possible</b>	<b>100 points</b>

## Attachment C: NBIP Boilerplate Example

### Salt Lake City Neighborhood Business Improvement Program CDBG Grant Agreement Recipient

This Salt Lake City Neighborhood Building Improvement Program CDBG Grant Agreement (this “Agreement”) is made by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the “City”), the Contractor, and the Recipient, each as listed below in Section 1, as of the date of recordation by the City Recorder (the “Effective Date”).

A. The parties are entering into this Agreement pursuant to the regulations of the U.S. Department of Housing and Urban Development (“HUD”), Community Development Block Grant, 24 CFR Part 570 (“CDBG”).

B. Recipient is the tenant at the Property (defined below) located in Salt Lake City, Utah and desires that the Contractor perform qualifying commercial building improvements on the Property (the “Project”). Contractor has agreed to perform such activities, on the terms and conditions set forth in this Agreement.

C. Under the NBIP, City will pay Contractor the Grant Amount, which represents the eligible cost of such qualifying commercial building improvements, and Recipient will be responsible to pay for the remaining costs, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

#### TERMS

##### 1. DEFINITIONS.

“Recipient”	Person/ Company Name, type of legal entity
“Property”	Address, Salt Lake City, Utah, Zip Code, Parcel No.
“Grant Amount”	\$ dollar amount
“Neighborhood”	e.g., Central City or Poplar Grove area
“Contractor”	Contractor Company Name, type of legal entity

2. PURPOSE. The purpose of this Agreement is to provide CDBG funding for a commercial building improvements project at the Property. The owner of the Property has consented to the Project, which consent is attached hereto as Exhibit G.

3. CONTRACT TERM. The term of this Agreement commences the Effective Date through June 30, 2023 (the “Term”). All services performed under this Agreement in furtherance of the Project shall be performed within the Term in order to be paid by City.

4. PROJECT SCOPE. Contractor shall be responsible for the completion of the Project described in Exhibit A, which is attached hereto and by this reference incorporated herein Contractor shall perform the activities in compliance with the scope of work and general terms and conditions set forth on Exhibit B, attached hereto and incorporated herein.

5. PERFORMANCE OF ACTIVITIES.

A. Contractor has submitted to City and Recipient a bid for the Activities, attached hereto as Exhibit C (the "Bid"). The Bid describes the Activities and contains the cost for construction of the Activities (the "Contract Price"). By execution of this Agreement, Recipient hereby accepts and approves the Bid and agrees to pay its portion of the Contract Price as described herein.

B. Following execution and recordation of this Agreement, City will provide notice of the Effective Date to the Recipient and Contractor, and Contractor shall commence work within 60 days following the Effective Date.

C. Contractor shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement and perform the Activities in a good and workman like manner. Contractor warrants that the Activities will conform to the requirements of this Agreement and any construction documents and will be free from defects.

D. If Recipient wants Contractor to perform any additional work other than the Activities approved and included in the Bid, Recipient and Contractor shall enter into a separate contract for such additional work.

6. PAYMENT AND GRANT DISBURSEMENT. Contractor shall be paid for the Activities as follows:

A. CONTRACT PRICE. The Contract Price includes all costs associated with the performance of the Activities, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars. Materials shall be of good quality and new unless City permits otherwise in writing. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.

B. INITIAL PAYMENT BY RECIPIENT. Recipient is required to make a financial contribution to the project. The contribution shall be no less than 25% of the project total. This shall be made in an initial payment to Contractor in the amount set forth on Exhibit D. Recipient shall make such payment to Contractor at Contractor's notice address within 5 business days after the Effective Date by \_\_\_\_\_. whatever method accepted by Contractor.

[Alt: Use if Recipient is not paying anything] 100% payment of the Contract Price is to be paid by City through grant disbursements. If requested by Contractor, the City may make an initial payment to Contractor for the purchase of supplies or materials. Initial payment shall not exceed 50% of the grant amount as described in Section 1.

C. INVOICES. Upon completion of the Activities, Contractor shall submit to City a signed invoice for the completed Activities with itemized documentation of all expenses requested for payment, and any other supporting information and documentation as required by the City. Such invoices may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of dispute or other reason. Recipient shall promptly inspect the completed work and notify the City of their approval of completeness. No invoices received after the Termination Date will be paid.

7. INSURANCE. Contractor, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's compensation and employer's liability insurance sufficient under Utah law to cover all of Contractor's employees employed on Property. In the event Contractor subcontracts any work, Contractor shall require its subcontractor(s) to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the City.

B. Commercial general liability ("CGL") insurance with a policy endorsement naming the City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy or a CGL insurance and an excess insurance policy. The policy shall protect City, Permittee, and any subcontractor from claims for damages for Personal injury, including accidental death, and from claims for property damage that may arise from Permittee's operations under this Agreement, whether performed by Permittee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations and the acts of independent contractors, and products and completed operations. If this Agreement is renewed, the Permittee shall secure insurance coverage at the levels of coverage required by City that at the time of such renewal.

C. Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of \$1,000,000 per occurrence, or alternatively, Contractor may obtain liability insurance that provides coverage for scheduled automobiles in the minimum amount of \$1,000,000 per occurrence with the understanding that only those scheduled automobiles shall be used when performing Contractor's obligations under this Agreement. The insurance certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to the City.

D. If any insurance coverage required herein is written on a "claims made" form rather than on an "occurrence" form, the policy shall (i) provide full prior acts coverage or have a retroactive date effective before the Effective Date, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause for "tail coverage."

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) rated with an A- or better rating in the most current edition of Best's Key Rating Guide-Property-Casualty United States, or (ii) listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570, as amended).

F. Contractor shall furnish certificates of insurance, acceptable to the City, verifying the foregoing concurrent with the execution hereof, at each renewal, and thereafter as required.

G. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall be required to provide a new certificate of insurance within thirty (30) days of being notified thereof in writing by the City, certifying

coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to the Salt Lake City Attorney.

8. NOTICES. Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial overnight courier, or personal delivery or sent by facsimile or other electronic means with the original to follow by one of the other delivery methods. Any such notice shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY: Director  
Housing Stability  
451 South State Street, Room 445  
PO Box 145488  
Salt Lake City, UT 84114-5488

RECIPIENT: See the address on the signature page

9. GENERAL COMPLIANCE. Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG) including subpart K of these regulations, except that (1) Recipient does not assume City's environmental responsibilities described in 24 CFR 570.604 and (2) Recipient does not assume City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Recipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Including but not limited to the Federal Labor Standards Provisions (HUD-4010) attached as Exhibit E.

10. INFORMATION. City and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

11. ACCOUNTING STANDARDS. Recipient agrees to comply with 2 CFR 200.300-309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

12. RECORDS TO BE MAINTAINED. Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets the needs of low- and moderate-income persons, or low- and moderate-income areas;
- C. Appropriate records detailing activities as identified in the Scope of Services (Exhibit A); and
- D. Records regarding real property improved with CDBG assistance.

13. REPORTS. Upon completion of the Project, Recipient agrees to submit all required information so that the City can adequately report to HUD the outcomes of the Project.



14. OMB STANDARDS. Unless specified otherwise within this Agreement, Recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

15. ENERGY EFFICIENCY STANDARDS. Recipient agrees to comply insofar as they apply with the mandatory energy efficiency standards and policies in state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163].

16. LEAD-BASED PAINT. Recipient agrees to comply insofar as they apply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4821-4846.]. Recipient shall comply with said regulations implemented at 24 CFR 570.608.

17. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT. Recipient agrees to comply with: 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirement of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Recipient also agrees to comply with applicable local ordinances, resolutions and policies concerning the displacement of persons from their residences.

18. AFFIRMATIVE ACTION. Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

A. WOMEN- AND MINORITY-OWNED BUSINESSES (W/MBE): Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.

B. SUBCONTRACT PROVISIONS: Recipient will include the provisions of paragraph 11, section A, Civil Rights, and section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipient or subcontractors.

19. ENFORCEMENT OF THE AGREEMENT. In accordance with 2 CFR 200.338-342, suspension or termination of this Agreement may occur if Recipient materially fails to comply with any of the terms of this Agreement. City may require Recipient to repay funds disbursed to Recipient if it is determined Recipient has breached the provisions of this Agreement, or if the Project is not completed. City may permit the Agreement to be terminated for convenience in accordance with 2 CFR 200.339.

20. GOVERNING LAW. This Agreement shall be enforced in and governed by the laws of the State of Utah.

21. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Recipient represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure

this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

22 INDEMNITY. The following indemnification requirements apply to this Agreement:

A. Recipient shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Recipient's intentional, reckless, or negligent performance hereunder. Recipient's duty to defend City shall exist regardless of whether City or Recipient may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Recipient, and Recipient is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Recipient shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Recipient to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Recipient's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Recipient. City has no responsibility for any equipment maintenance, or for Recipient's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

23. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. Recipient shall administer this Agreement in compliance with all applicable federal, state, and city laws, ordinances, rules and regulations, or their successors or replacements, including but not limited to workers' compensation insurance and the federal regulations or their successors or replacements which are incorporated herein by reference.

24. NO ASSIGNMENT. Recipient shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without written consent of City thereto. Recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

25. AMENDMENTS. This Agreement may be amended only by written agreement of the parties hereto.

26. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

27. WAIVER. City's failure to act with respect to a breach by Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

28. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between City and Recipient for the Project and its terms and conditions and supersedes any additional or conflicting terms or provisions that may be included in a billing document or other related document used to implement, record, or invoice the work for the Project, even if signed or initialed by a representative of the City. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

29. SUCCESSORS. Recipient covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

30. AMBIGUITY. Any Ambiguity in this Agreement shall be construed in favor of City.

31. ENFORCEMENT OF THE AGREEMENT. In accordance with 2 CFR 200.338-342, suspension or termination of this Agreement may occur if Recipient materially fails to comply with any of the terms of this Agreement. City may require Recipient to repay funds disbursed to Recipient if it is determined Recipient has breached the provisions of this Agreement. City may permit the Agreement to be terminated for convenience in accordance with 2 CFR 200.339.

32. COMPLIANCE WITH HUD NATIONAL OBJECTIVE. In accordance with 24 CFR 570.208 Recipient agrees that the business operating at the property location intends to serve low- and moderate-income (LMI) persons in the surrounding community identified in Exhibit F (Target Area Map). If the property is vacant on the Effective Date, the Recipient will have six months from expiration of the Term to occupy the property with a business that intends to serve LMI persons.

IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date.

**CITY:**  
SALT LAKE CITY CORPORATION, a Utah  
municipal corporation

By \_\_\_\_\_  
Name:  
Title:

ATTEST:  
Salt Lake City Recorder's Office

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:  
Salt Lake City Attorney's Office

By \_\_\_\_\_  
Name:  
Title: Senior City Attorney

**RECIPIENT:**

Insert name and entity

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice address:

Attention: Title  
Agency  
Mailing address  
City, State, Zip code

**CONTRACTOR:**

Insert name and entity

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice address:

Contractor  
Attention: Title  
Mailing address  
City, State, Zip code  
Phone:  
Email:

## Exhibit A – Project Scope

**Project Scope Of Work**  
**Describe**



## **Exhibit B – CONTRACTOR TERMS AND CONDITIONS**

1. Compliance With Laws, Ordinances And Regulations
  - a. The Contractor shall perform all Work in conformance with all applicable Codes as adopted by Salt Lake City, and all applicable Federal, State and Local laws, regulations, executive orders, codes, ordinances, and requirements, (hereinafter referred to collectively as "Building Requirements",) or their successors or replacements, including but not limited to workers' compensation insurance and the federal regulations or their successors or replacements which are incorporated herein by reference.
2. Regulations
  - a. In addition to the Building Requirements applicable to the Work described in PARAGRAPH 5 (C) above, the Contractor covenants and agrees to comply with the following specific Federal or State laws, rules, regulations and requirements for the Community Development Block Grant Program applicable to the Work (Contractor further agrees to include this covenant to comply with such legal provisions in all subcontracts executed under this Agreement):
    - i. 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).
    - ii. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (24 CFR Part 3). (All contracts and sub-contracts for construction or repair).
    - iii. The Davis-Bacon Act (40 U.S.C. 276a to a7) as supplemented in Department of Labor regulations (29 CFR Part 5). Along with all provisions cited in the FEDERAL LABOR STANDARDS PROVISIONS FORM HUD-4010 EXHIBIT "A".
    - iv. Section 103 and 107 of the Contact Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented in Department of Labor regulations (29 CFR Part 5).
    - v. All applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts and sub-grants of amounts in excess of \$100,000).
    - vi. Mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
    - vii. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1, including Title VI prohibition against national origin discrimination affecting limited English proficient persons.

- viii. The non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- ix. Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and implementing regulations when published for effect [24 CFR Part 8], which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.
- x. Contractor agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
- xi. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.
- xii. Contractor shall maintain all records pertinent activities to be funded under this Agreement as required by the Federal regulations specified in 24 CFR 570.506
- xiii. Contractor shall maintain thorough records of all business transactions and shall give City and HUD, through any authorized representatives, access to and the right to examine all records, books, papers or documents to all Contractor operations funded in whole or in part under this Agreement for a period beginning on the execution of this Agreement and continuing for seven (7) years following the termination of this Agreement.
- xiv. Contractor will, in all solicitations or an advertisement for employees placed by or on behalf of Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
- xv. Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
- xvi. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to City for review upon request.
- xvii. Contractor agrees to comply with the labor standards requirements as set forth in section 110(a) of the Act (40 U.S.C. 3701 et seq.) and HUD regulations issued to implement such requirements at 24 CFR part 570.603 for non-volunteer labor and 24 CFR Part 70 for volunteer labor.

Contractor agrees to comply with the requirements of 24 CFR 570.609 regarding the prohibition of use of debarred, suspended, or ineligible contractors or in any contract.

3. Section 3 Requirements

- a. Contractor agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract. Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Contractor further agrees to comply with the following Section 3 requirements under this Agreement:

- i. The work to be performed under this Agreement 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.
- ii. Contractor agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- iii. 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.
- iv. The Contractor agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other

than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

- vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. 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).
- viii. Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, where feasible.

## **Exhibit C – Accepted Bid from Contractor**



## Exhibit D – Budget

Salt Lake City Corporation will contribute an amount not to exceed the Grant Amount as follows:

Improvement	\$ dollar amount
Improvement	\$ dollar amount

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<b>Total Improvements</b>	<b>\$ dollar amount</b>
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<b>Amount Due to Contractor from Recipient</b>	<b>\$ dollar amount</b>
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<b>Amount Payable to Contractor from City</b>	<b>\$ dollar amount</b>
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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

#### **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

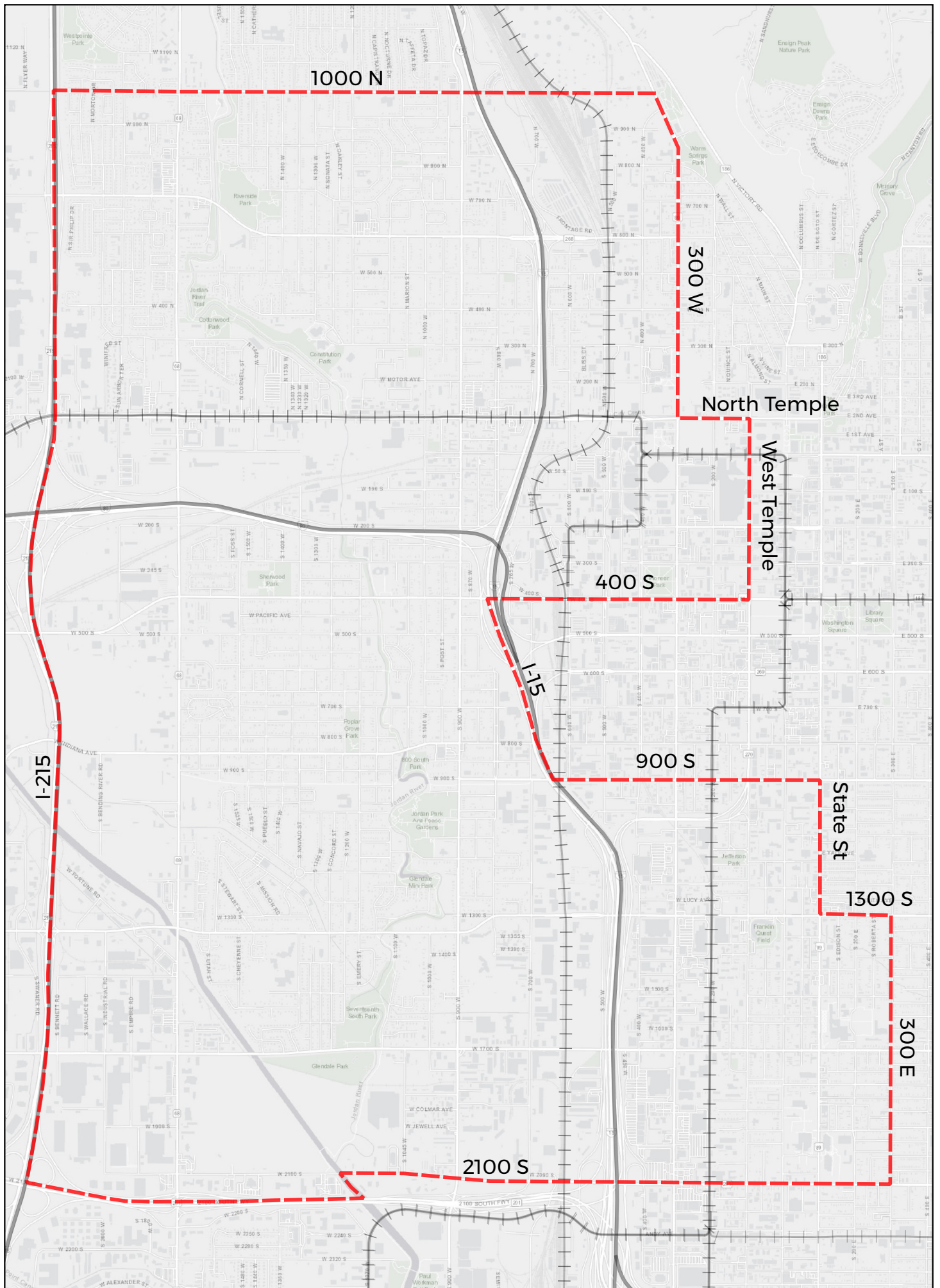
- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

#### **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### Exhibit F- NBIP Target Area





### **Exhibit G – Property Owner Permission**

Recipient is a tenant at the Property. The Property is owned by [insert owner name and address] (“Owner”).

Owner has provided written permission to Recipient to make the identified improvements to the building. Written permission is attached to this Exhibit G.