



CDBG 2019-1
Request for Proposals for CDBG Minor Home Repair Program Services
City of Commerce City, Colorado
Community Development - CDBG

Date: September 26, 2019

I. REQUEST FOR PROPOSALS

The City of Commerce City (“City”) seeks proposals for the provision of the technical administrative, professional, and other labor tasks necessary to establish and maintain the City’s Minor Home Repair Program (“MHRP” or “Program”), as set forth in the attached draft Agreement for Services CDBG Minor Home Repair Program and all of its Exhibits, (“Services”), as defined in the City’s 2019 Annual Action Plan on a non-exclusive basis, as set forth in this Request for Proposals (“RFP”).

The anticipated start date is 1/3/2020. The term is for a **one fifteen month** period, subject to annual appropriation, with the option for **one (1)** potential renewal at the same fixed rates.

Questions regarding RFP requirements must be received by Cheryl Steinberg, CDBG Coordinator in writing at csteinberg@c3gov.com by 4:00 PM MT on Wednesday, October 09, 2019. Oral and late questions will not receive responses.

Proposals containing the information required by this RFP, in the format described below, must be received no later than 4:00 p.m. (MT) on Thursday, October 31, 2019. Six paper copies, plus one marked original, and a complete electronic copy on flash drive shall be submitted in a sealed envelope and plainly marked “Proposal for CDBG Minor Home Repair Program Services” on the outside of the sealed envelope. Proposals must be submitted to:

Cheryl Steinberg, CDBG Coordinator
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

It is the sole responsibility of each Respondent to ensure its Proposal is received by the City by the date and time stated in this RFP. Late Proposals will not be accepted.

II. PROJECT BACKGROUND

The historic section of the City has a substantial number of owner-occupied housing units of significant age, many were constructed before 1970. These homes generally provide the most affordable housing stock available to lower income households. Based on their age, these homes also are more inclined to need rehabilitation to extend their longevity and to increase their safety and livability.

As an Entitlement Community, the City receives an annual, direct allocation of CDBG funds from the U.S. Department of Housing and Urban Development (“HUD”). The City is in the second

year of administering its MHRP. To assist lower income home owners rehabilitate and live safely in their homes, the City is utilizing its CDBG program funds to continue the MHRP. The MHRP is formally delegated in the 2019 Annual Action Plan and is scheduled to begin in January 2020.

The City set aside approximately \$170,000 dollars from its CDBG 2019 AAP allocations to fund the MHRP. The City's MHRP will provide housing rehabilitation assistance for single-family, owner-occupied homes, with total household incomes below the area low-to-moderate income thresholds. The MHRP provides rehabilitation work up to \$7,500 to each individual homeowner rehabilitation project ("MHRP Project"). The City anticipates assisting twenty homes with the MHRP funds. The MHRP is for residents of the City only. The City's annual CDBG program year runs from October 1st through September 30th.

The MHRP is designed to help low- to-moderate-income (LMI) City resident homeowners complete necessary home repairs. The MHRP renders home repairs related to health, safety, accessibility, and energy efficiency. The City's MHRP includes, but is not limited to, the following repairs (see also Exhibit B):

- Health and safety improvements;
- Accessibility improvements to accommodate handicapped persons and/or make medical accommodations;
- Energy efficiency and other conservancy related improvements to address long-term sustainability and affordability; and
- Repairs and general property improvements of a non-luxury nature or non-cosmetic nature.

Notice of Intent to Seek Reimbursement; CDBG Requirements. The City intends to seek reimbursement for the costs of the Services under the CDBG program. Specific federal laws, program rules and applicable policies regulate the CDBG program. Projects awarded CDBG funding are subject to numerous federal laws and regulations (see Exhibit D). The funding for the City's MHRP is contingent upon the receipt of funding from HUD's – CDBG Entitlement Program. Respondents are **strongly** advised to become familiar with specific and appropriate program eligibility and overall requirements before submitting a Proposal. The selected contractor shall comply with all laws applicable to CDBG funding, including those identified in Exhibit D.

III. LIST OF EXHIBITS

Incorporated into this Request for Proposal is the attached draft *Agreement for Services CDBG Minor Home Repair Program* and all of its Exhibits as listed below:

EXHIBIT A	Program Services – Scope of Services
EXHIBIT B	Minor Home Repair Program Guide
EXHIBIT C	MHRP Responsibility Allocation Table
EXHIBIT D	Applicable Laws, Regulations & Requirements
EXHIBIT E	MHRP On-Site Monitoring Checklists
EXHIBIT F	CDBG Reimbursement Request Form

EXHIBIT G	Sample MHRP Project Fee Schedule – for Each MHRP Project
EXHIBIT H	MHRP Lump Sum Administrative Fees– for Each MHRP Project
EXHIBIT I	HUD LMI Income Limits - 2019
EXHIBIT J	CDBG Target Area Map
EXHIBIT K	Individual MRHP Project Performance Report Form
EXHIBIT L	Program Completion Report by Project Year
EXHIBIT M	Record Keeping
EXHIBIT N	MHRP Homeowner Approval Form
EXHIBIT O	MHRP Tier 2 Environmental Checklist
EXHIBIT P	Estimated MHRP Monthly Outcomes
EXHIBIT Q	CDBG Annual Reporting Schedule
EXHIBIT R	Key Personnel and Subcontractors

IV. PROPOSAL REQUIREMENTS

Interested Respondents shall submit proposals that clearly demonstrate their ability to provide the Services requested. The proposal should be a complete and detailed approach to providing all Services and any Additional Services that the Respondent proposes. The proposal should be submitted on 8.5 x 11 paper. Proposals must be typewritten or computer-generated. The font type size may not be smaller than eleven (11) point.

The proposal shall include the following information in the order listed below to facilitate fair and equal evaluation of each proposal.

1) COVER LETTER.

Briefly introduce the Contractor, explain the Respondent's interest in providing the Services, and articulate why the Respondent is qualified to provide the Services. Include the name, address, DUN's number, email address and phone number of the person who will serve as the Respondent's principle contact with City staff. Identify all individuals who will be working on the City's MHRP and their role.

2) METHOD.

Describe in detail the Respondent's approach to the Services, including:

- (a) How the Respondent will manage and administer the City's CDBG MHRPs;
- (b) How the Respondent will work collaboratively with the City and other service providers to complete the City's MHRPs;
- (c) How will the Respondent will utilize Subcontractors;
- (d) How the Respondent will comply with CDBG regulation requirements;
- (e) Which of the Respondent's staff members will be responsible for CDBG regulation compliance?

- (f) How the Respondent and which staff members will comply with environmental regulations;
- (g) The Respondent's plan for all communication with applicants, homeowners and the City;
- (h) How Respondent will ensure sound financial and program management;
- (i) How the Respondent will collaborate, coordinate, and engage with local non-profit organizations, including organizations such as: Arapahoe County Weatherization, Brothers Redevelopment's Paint-a-Thon Program, GRID Alternatives, Groundworks Energy, Volunteers of America, United Way, etc.;
- (j) How the Respondent will plan and execute Section 3 efforts; if available, supply a Section 3 Action Plan and any reporting forms;
- (k) How the Respondent will promote participation by local businesses, minority business enterprises, and women's business enterprises;
- (l) How the Respondent will prioritize and schedule the City's MHRP Program into its upcoming workload during 2020-2021, and the ability to deliver timely Services for the City. Include office and on-site staffing, management, equipment and subcontractor estimates; and
- (m) The Respondent's estimated costs on the MHRP Program, broken down by position, with a detailed breakdown of all anticipated non-labor costs and administration costs, should be included within the proposal. Follow the Sample MHRP Project Fee Schedule and the MHRP Lump Sum Administrative Fees form in Exhibits G and H.

3) QUALIFICATIONS OF CONTRACTOR & KEY PERSONNEL.

- (a) The Respondent should demonstrate relevant recent experience in providing similar services in executing CDBG home repair programs. Provide detail information about the individuals assigned to execute the MHRP Project and Administrative Services, including their proposed role, expertise, experience, and capabilities.
- (b) Include in-house staff or Subcontractors licensed for the testing and abatement of lead-based paint, asbestos, and other hazardous materials.
- (c) Provide a current list of previously contracted Subcontractors to be utilized on the City's MHRP Projects and provide documentation of eligibility to receive federal funds through SAM.gov. Determine their availability to work on the City's MHRP during the 2020-2021 time period.
- (d) Estimate the number of future Subcontractors needed to complete the City's MHRP Projects/Administration and explain how and when they will be recruited and hired. All future Subcontractors are to follow the provisions stated in this RFP.

4) PAST PERFORMANCE.

- (a) To be minimally qualified for consideration for award, proposing firms must have successfully completed three (3) CDBG home repair programs in the Denver metro area, having a similar degree of complexity within the past five (5) years.
- (b) Provide three (3) local CDBG Grantee references within the past five (5) years, including contact name, government name, phone number, email, and brief summary of services provided.
- (c) Provide documentation of all CDBG MHRP monitoring visits within the past five (5) years by Grantees and/or HUD.

5) EXCLUSIONS & ADDITIONAL SERVICES.

The Respondent must include any proposed exclusions to the Services or draft Agreement, providing specific details and the reasoning behind the exclusion, and any proposed additional services.

6) REFERENCES.

Provide information indicative of experience in other projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years, as it relates to this proposal. Demonstrate how project have successfully completed services similar to those specified in the Scope of Services. For each project listed, include the name and telephone numbers of a representative for whom the engagement was undertaken who can verify satisfactory performance.

7) W-9 FORM.

Include a completed W-9 form with the proposal.

8) ADDITIONAL INFORMATION.

The Respondent may provide for consideration additional information or data not requested as part of this RFP.

9) FEE PROPOSAL.

The Respondent's Administrative Fee compensation shall be provided on a lump sum, per MHRP Project. The Respondent's MHRP Project incurred project costs will be compensated on an invoice reimbursement basis. The Respondent's compensation rates are to be fixed for the entirety of 2019 MHRP's implementation and completion. Fees should be in compliance with federal regulations for activity delivery and administration of housing rehabilitation programs. See the attached MHRP Project Fee Schedule and Project Administrative Fee requirements in Exhibits G and H.

V. SELECTION

The following evaluation criteria will be used as a general guideline for awarding the Proposal:

Evaluation Criteria	Points
Experience, References, and Performance	0-40
Management Approach	0-20
Respondent's Section 3, MBE/WBE Compliance & Business Location Preference	0-5
Price	0-20
Project Understanding & Proposal	0-15
Total Points Possible	100

After the Proposals are submitted, the City will require interviews and a presentation from Respondents who are shortlisted for consideration. The City may contact references provided with the Proposal. The City reserves the right to request clarification or additional information from Respondents and to consider independently obtained information.

The City's Selection Committee will select, in its discretion, the responsible Respondent, as defined by 24 CFR 85.36(b)(8), whose proposal is most advantageous to the City, using the City's Procurement Policy and the Evaluation Criteria state above. Local preference will apply as permitted or required by Federal law.

The City reserves the right to negotiate further with one or more Respondent. Selection of any Respondent and execution of a contract is dependent on approval in accordance with applicable City laws and policies, the approval of the Respondent's Section 3 Action Plan, and the City's receipt of any required Certificates of Insurance and applicable endorsements and other required documentation. The selection of any Respondent and execution of any contract will be conditioned on approval of the selection by: (1) the City Council of the City of Commerce City if the potential contract price is greater than \$250,000.00; (2) the City Manager if the potential contract price is greater than \$50,000; and (3) the relevant department director if the potential contract price is greater than \$15,000.

The successful Respondent shall commence work only after the execution of an acceptable contract, a kick-off meeting, and having received a Notice to Proceed from the City's CDBG Office.

VI. SUBRECIPIENT SECTION 3 OPPORTUNITIES PLAN SUBMISSION.

The apparent successful Respondent, prior to entering into a contract with the City, shall submit a Section 3 Action Plan. This plan shall separately address training and employment opportunities for Section 3 Business Concerns and resident employment preferences. The plan shall be subject to approval by the City and the approved plan shall become a part of the Agreement.

Failure to submit a plan or to demonstrate compliance through a submitted plan with the "greatest extent feasible" requirement of 24 CFR Part 135 shall result in the Respondent being determined non-responsive and ineligible for award of the Agreement. The City's Section 3 Action Plan and reporting requirements can be requested at csteinberg@c3gov.com.

In order to ensure the City is kept informed of the progress being made by the Contractor and subcontractors in meeting the obligations under the Section 3 regulations, the Contractor and/or all Subcontractors will be required to maintain a list of all Section 3 residents and Business Concerns who have applied either on their own or on referral from any source. This information will be supplied on a quarterly basis and at the completion of the Agreement, in a form acceptable to the City.

VII. GENERAL PROVISIONS

1) RESERVATION OF RIGHTS.

The City reserves the right to modify this RFP or the selection process, to cancel this RFP, to reject or accept any response to this RFP, and to waive any informalities or irregularities in any Proposal or in the selection process, without liability, at any time. The issuance of this RFP, the receipt and evaluation of Proposals, and the selection of or negotiation with any Respondent does not obligate the City to select a Respondent or enter into any agreement.

2) OWNERSHIP OF PROPOSALS; CONFIDENTIALITY.

All Proposals shall become the property of the City, will not be returned, and will become a public record. Respondents may request parts of their Proposals to remain confidential by indicating such in the Proposals and on the appropriate proprietary or financial pages. The City will take reasonable steps to keep confidential only documents actually protected from disclosure under the Colorado Open Records Act (the "Act"), including notifying the Respondent of a request and allowing the Respondent to take steps to prevent disclosure. An entire Proposal shall not be marked or identified as confidential. **By submitting a Proposal, each Respondent agrees to hold the City harmless from any claims arising from the release of confidential information not clearly designated as such by the Respondent, not protected from disclosure by the Act, or where the City has notified the Respondent of a request.**

3) COMMUNICATION WITH CITY.

Respondents are cautioned not to undertake any activities or actions to promote or advertise their submittal, other than discussions with City staff as described in this RFP. After the release of this RFP, Respondents are not permitted to make any direct or indirect contact with members of the Selection Committee, the City Council, or media on the subject of this RFP, except in the course of City-sponsored presentations or to submit questions as provided by the RFP. Violation of these rules is grounds for disqualification of the Respondent.

4) ADMINISTRATIVE GUIDANCE.

The information provided this RFP is designed to provide interested Respondents with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Respondents are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

5) CONTRACT TERMS & CONDITIONS.

The selected Contractor will be required to enter into a Services Agreement, substantially in the form of Exhibit A, including the negotiated scope of services and rate sheet. By submitting a proposal, each Respondent confirms it has reviewed and accepts the terms and conditions of Exhibit A subject to explicit revisions identified in the Respondent's proposal. All proposals must clearly set forth any restrictions or provisions deemed necessary by the Respondent to effectively perform the Services. No restrictions shall be deemed accepted by the City unless explicitly incorporated into the contract.

6) PROPOSAL PREPARATION COSTS.

The City is not liable for any cost incurred by any Respondent associated with this RFP, including the preparation or submission of a proposal, interviews, supplemental proposals or the negotiation of a contract.

7) SUBSTANTIVE PROPOSALS.

By submitting a proposal, each Respondent certifies that:

- a) The Respondent's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation;
- b) The Respondent has not directly or indirectly induced or solicited any other Respondent(s) to put in a false proposal;
- c) The Respondent has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a proposal; and
- d) The Respondent has not sought by collusion to obtain for themselves any advantage over any other Respondent(s) or over the City.

8) ADDENDUM TO THE RFP.

Revisions to this RFP will be made through addenda published and made available to all Respondents on the City's website and on the Rocky Mountain E-Purchasing System (RMEPS). Any other communication, spoken and written, formal and informal, received by any representative of any Respondent from sources other than official addendum shall not be effective to vary any term of the RFP.

9) NO RECOURSE AGAINST CITY.

The City's decisions with respect to this RFP are final and without recourse to any Respondent.

10) SELECTION PROTEST.

Any Respondent who submits a timely proposal and would be eligible to be selected may protest the selection recommendation of a contractor under this RFP. The approval of the selection, pursuant to the dollar thresholds identified by this RFP and applicable by law, shall not be subject to this protest provision. Selection of any contractor and execution of a contract is dependent on approval in accordance with applicable City laws and policies and the City's receipt of any

required Certificates of Insurance and applicable endorsements.

- (a) All protests must be submitted in writing, by mail or hand delivery, to the City Manager by 5:00 PM (MT) on the third (3rd) day following the City's issuance of notice of its intent to award the contract. All protests must be received by the City Manager at the City of Commerce City, ATTN: City Manager, 7887 E. 60th Ave., Commerce City, CO 80022.
- (b) Protests must include the following, at a minimum: (1) identification of the selection at issue; (2) the protester's name, address, telephone number, and e-mail address; (3) a statement of the protester's standing to submit the protest; (4) a clear and detailed statement of all legal and factual grounds for the protest, including appropriate references to the specific section of any materials; (5) all supporting documents (with an index); and (6) a statement of the specific relief requested.
- (c) The City Manager may invite the City and the selected contractor to provide a response to the protest. The City Manager or his designee will issue a written determination after considering the written protest, the procurement file, any responses provided by the City and selected Consultant, and any other resources deemed appropriate. No additional submissions will be considered and no hearing will be provided unless requested by the City Manager or his designee.

AGREEMENT FOR SERVICES CDBG MINOR HOME REPAIR PROGRAM

THIS AGREEMENT FOR SERVICES (“Agreement”) is made and entered into effective this day ____ of _____, 2019 (“Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (“City”), and _____, a _____ corporation whose principal business address is _____ (“Contractor”), hereto referred to as the “Parties.”

WHEREAS, the City has received funding through the U.S. Housing and Urban Development Department (“HUD”) to administer the Community Development Block Grant Program (“CDBG”).

WHEREAS, the City desires to administer a home improvement program for its residents titled the Minor Home Repair Program (“MHRP”).

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SERVICES.

A. Services. At the City’s direction, Contractor will provide CDBG minor home repair program services as set forth in Exhibits A, B and C (the “Services”). The City reserves the right to omit any of the Services identified in Exhibit A, B or C upon written notice to Contractor. Additional MHRP years may be awarded by amendment to this Agreement.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement.

C. Deliverables.

1. Electronic format. Contractor will provide all reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format (“Deliverables”) to the City in both hard copy and electronic formats acceptable to the City, unless otherwise directed by the City in writing. Contractor’s failure to do so will constitute a material breach of this Agreement. Contractor will consult with the City to determine acceptable electronic formats before beginning the Services. All Deliverables and other tangible materials produced by Contractor pursuant to this Agreement will at all times be considered the property of the City.

2. Spatial Data. Deliverables including spatial data (GIS/AutoCad) will include geospatial datasets (those generated from GPS, survey data, or other derived geospatial data like orthography) in Environmental Systems Research Institute, Inc.’s (“ESRI”) file/personal geodatabase or shapefile format, including a coordinate system projection information or file.

Point features will be generated as point shapefiles, linear features will be generated as line shapefiles, and area features will be generated as polygon shapefiles. Any geospatial dataset derived from new or existing geospatial data will be in file/personal geodatabase or shapefile format, along with an explanation of the method used to generate the derived geospatial data. Spatial Coordinate or Survey System will be documented and used, along with a coordinate system projection file for said data. Contractor will provide complete metadata (who, what, when, where, how) for all provided spatial data and related information.

3. Digital images. Contractor will provide non-copyrighted, high resolution, illustrative, digital images of project site plans, elevations, renderings, photos, and other Deliverables, as directed by the City, suitable for reproduction of and dissemination in marketing materials and at City Council hearings and public presentations. Contractor will affirm that the images do not violate copyright laws and will indemnify and hold harmless the City from liability for any expense, cost, loss or damage resulting from any claim of copyright infringement arising from the City's use of the images. All images provided will become the property of the City.

D. Contractor Representations. Contractor warrants and represents it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

E. Warranties. Contractor warrants all work performed under this Agreement will be free from defects in workmanship, equipment, and materials. Upon acceptance of the work, Contractor will transfer the benefit of any applicable manufacturer's warranty to the City or the homeowner where the work was performed.

F. Prosecution of the Services. Contractor will perform all work in a professional and workmanlike manner and will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

G. Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly and for no additional compensation.

H. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

I. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

J. Rate of Progress. Contractor will complete all Services to the City's satisfaction from the effective date of the Agreement by March 31, 2020 for the 2019 MHRP, subject to extensions for force majeure as allowed by law (excluding any delay for which the Contractor is responsible).

Contractor's rate of progress is a material term of this Agreement. The Contractor will follow the Estimated MHRP Monthly Outcome Schedule (Exhibit P) for the performance of any Services.

K. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's, U.S. Department of Housing and Urban Development ("HUD"), and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation. See also Exhibits E, F, K, L, M, N, O and Q.

L. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

M. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will reimburse Contractor for work actually performed, in accordance with the rates set forth in Exhibits G and H, a sum not to exceed **\$7,500 per unit MHRP Project limit unless, on a case-by-case basis, it is authorized in writing by the City, to exceed the per unit MRHP Project limit; and the \$ _____ per unit administrative fee. Additionally, the cost of permit fees and City use taxes will be reimbursed to the Contractor from CDBG funding as stated Appendix G.** The compensation established by this Agreement includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement. The City shall have no duty or obligation to provide any additional funding to Contractor if its projects or activities cannot be completed with the funds allocated by the City to Contractor. Any cost overruns shall be the sole responsibility of Contractor.

B. Contingency. Payment for any work under the City's MHRP is contingent upon the receipt of funding from HUD's CDBG Entitlement Program. If said funds, or any part thereof, are, or become, unavailable, then the City may terminate or, amend this Agreement. Should the City determine to defund all or part of the 2019 or other MHRP allocation program year, then the City may terminate or, amend this Agreement.

C. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the

location provided for in this Agreement; or (3) any force majeure.

D. Invoices. Contractor will submit requests for reimbursements as described in Exhibit F, in a format approved by the City, and provide verification documentation as requested by the City. No payment will be requested for individual MHRP projects that are not complete. Invoices will identify the specific Services performed and materials used for which payment is requested, including a description of the Services, the applicable rates, any costs for which Contractor seeks reimbursement, and the total amount the Contractor claims and documents is due.

E. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate requests for payment, and all required reports and documentations; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

F. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

G. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until March 31, 2021 ("Term"), unless the Term is extended by a validly executed written amendment to this Agreement.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination. Upon termination of the Agreement for any reason, Contractor shall transfer to the City any CDBG funds and any Program Income on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the City and may be utilized for other purposes.

4. Termination Due to Loss of Funding. This Agreement is funded with monies provided by the HUD. If such funds or any part thereof are not appropriated by City Council or paid into the City Treasury, the City may immediately terminate this Agreement.

C. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. INDEMNITY.

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, subcontractors, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives ("Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. **Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services.** The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. INSURANCE.

A. Required Policies. Contractor will procure, keep in force, and provide the City proof of the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

4. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City and any grant recipient, with respect to a specific MHRP Project, as defined in Exhibit A, as an additional insured** and will provide that the City and grant recipient, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. During the term of the Agreement, no such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. No “Pollution Exclusion.” The insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants or hazardous materials, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least **Two Million Dollars (\$2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City’s Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City’s website.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the

dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a Subcontractor that fails to certify to Contractor that the Subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the Subcontractor and the City within three (3) days that Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the Subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

VIII. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the Parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

, Director
Community Development
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022
@c3gov.com

If to the Contractor:

The Parties may agree to delivery of notices via electronic mail.

IX. GENERAL PROVISIONS.

A. Compliance with CDBG Requirements; Subcontracts. Notwithstanding anything in this Agreement to the contrary, the Contractor will comply with, and this contract will be governed by, all applicable federal, state and local laws and regulations relating to CDBG funding, including those identified in Exhibit D. The Contractor will require all subcontractors to comply with the same provisions.

B. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venture of the other. **Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

C. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

D. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the Parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

E. Governmental Immunity. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

F. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, amendment, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

G. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the Parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

H. No Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

I. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all Parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Acronyms typically found in the CDBG program may be utilized by both Parties. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

J. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

K. Acknowledgement of Open Records Act. Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

L. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the Parties and to bind the Parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

M. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

N. Personnel Assignments and Subcontracting. All of the Contractor's key professional personnel identified in Exhibit R may be assigned by the Contractor to perform the Services under this Agreement. The Contractor shall submit any changes to this list of key professionals to the City at least fifteen (15) calendar days prior to the assignment such persons to perform the Services, together with complete resumes and other information describing their ability to perform the tasks assigned. Such additional key personnel must be approved in writing by the City before they are

permanently assigned to the Services in this Agreement. It is the intent of the Parties for key professional personnel to be engaged in performing their specialty for all Services required by this Agreement and Contractor's key professional personnel be retained for the term of this Agreement to the extent practicable and to maximize the quality of Services performed hereunder. The City will have the right to reject any proposed key professional personnel or subcontractor deemed unqualified or unsuitable for any reason to perform the proposed Services.

O. Coordination of Services. Contractor shall fully coordinate its Services with other service providers, contractors, or other entities performing work which interfaces with or is affected in any way by Contractor's Services, and with any interested City, County, State, non-profit, or other public service organizations.

P. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the Parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.

X. AGREEMENT EXHIBITS.

The following exhibits are attached to this Agreement and incorporated by reference:

EXHIBIT A	Program Services (Scope of Services)
EXHIBIT B	Minor Home Repair Program Guide
EXHIBIT C	MHRP Responsibility Allocation Table
EXHIBIT D	Applicable Laws, Regulations & Requirements
EXHIBIT E	MHRP On-Site Monitoring Checklists
EXHIBIT F	Reimbursement Request & Progress Report
EXHIBIT G	MHRP Project Fee Schedule – for Each MHRP Project
EXHIBIT H	MHRP Fixed Administrative Fees– for Each MHRP Project
EXHIBIT I	HUD LMI Income Limits - 2019
EXHIBIT J	CDBG Target Area Map
EXHIBIT K	Individual MHRP Project Performance Report Form
EXHIBIT L	Program Completion Report by Project Year
EXHIBIT M	Record Keeping
EXHIBIT N	MHRP Homeowner Approval Form
EXHIBIT O	ER Tier 2: Site Specific Project Review Form
EXHIBIT P	Estimated MHRP Monthly Outcomes
EXHIBIT Q	CDBG Annual Reporting Schedule
EXHIBIT R	Key Personnel and Subcontractors

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian McBroom, City Manager
City Manager's Office

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Robert Sheesley, City Attorney

Recommended for approval:

, Director
Community Development

?

Program Services

(Scope of Services)

I. SCOPE OF SERVICES

The major goal of the Contractor's efforts under City's 2019 CDBG Minor Home Repair Program ("MHRP") is the completion of rehabilitation of twenty (20) income eligible, single-family, owner-occupied homes by March 31, 2021 (each, a "MHRP Project"). Toward this goal, the tasks of the Contractor include but are not necessarily limited to all the Services described in this section, all obligations set forth the Agreement, the processes set forth in the Minor Home Repair Program Guide (Exhibit B), the MRHP Responsibility Allocation Table (Exhibit C), and compliance with all applicable laws and regulations (Exhibit D).

1) PROGRAM ADMINISTRATION.

In addition to any other applicable MHRP administration requirements and as expressly provided in the Agreement, the Contractor will perform the majority of functions and activities necessary to implement and perform the City's MHRP. The Contractor, in accordance with applicable federal, state, and local laws, executive orders, regulations, and guidelines (Exhibits B, C, and D), shall without limitation:

- a) Work with the City to update, review, and produce any necessary MHRP administration documents.
- b) Conduct public outreach to inform City residents about the availability of other non-MHRP housing programs;
- c) Accommodate the needs of: non-English speaking applicants, applicants with disabilities, and ensuring equal access to services and written materials;
- d) Perform homeowner application completeness review;
- e) Contact applicants to obtain any missing, incomplete, or outdated application documents;
- f) Conduct application eligibility reviews for each submitted and fully complete application;
- g) Submit timely recommendations to the City regarding the eligibility and viability of each project application;
- h) After the City has approved each MHRP Project, establish and maintain homeowner contact, conduct inspections, and determine scope of work with cost estimates;
- i) Provide before and after pictures of each project in each home – with identifying features.
- j) Submit proposed work write-ups to the City including: materials to be used, standards to be met, items brought to code, cost estimates, any leverage amounts, and time estimates. Each work write-up must be signed and dated by the homeowner;

Exhibit A

- k) Provide the City with the required Tier 2 environmental review documentation (see Exhibit O) for each approved MHRP Project for review, signature and submittal to HUD;
- l) Ensure a Notice to Proceed is obtained from the City prior to obligating **any** Project funding, this includes all Subcontractor contracts, material purchases, equipment rental, etc.;
- m) Initiate, oversee, and coordinate the timeline with each MHRP Project with other connected service providers; keeping the homeowner(s) apprised of the timelines;
- n) Assign/Hire, with documented CDBG compliance, the Subcontractors who will perform each of the MHRP repairs;
- o) Prior to hiring ensure, with documented dates all MHRP Subcontractors have an active registration in the System of Award Management (SAM), and are not currently debarred from receiving federal funds;
- p) Prior to hiring, ensure and document all Subcontractors have the applicable licenses to work in the City;
- q) With each approved MHRP Project, verify and document all required permits, taxes, licensing, and property owner permissions are obtained, including those required for Subcontractors;
- r) Receive, track, and respond to all applicant complaints/concerns in a timely, courteous, and professional manner, consulting with the City's CDBG Office as needed;
- s) Conduct (or contract for) required lead-based paint testing and remediation services, as required by law and approved by the City;
- t) The Contractor and all Subcontractors shall comply with Colorado Regulation No. 8, Part B; 6 CCR 1007-2 Part 1, Section 5; and all other federal, state and local regulations regarding asbestos inspection and abatement;
- u) Conduct (or contract for), supervise, and complete all approved MHRP Projects in accordance with applicable regulations, approved work write-up and funding. **Because the Contractor is responsible for the direct supervision and administration of MHRP Projects and activities, the City shall not be liable or responsible for cost overruns by the Contractor on any projects or activities;**
- v) Not permit any lien or encumbrance to be filed against any property on which MHRP Projects are performed in connection with the MHRP Project and indemnify the City and the homeowner from any lien or encumbrance;
- w) Coordinate each approved MHRP Project with the City, homeowners, Subcontractors, utility providers, and other relevant services providers. The Contractor is not responsible

for the work performed by the above mentioned entities, unless engaged and managed directly by the Contractor;

- x) Conduct (or contract for), supervise, and complete the clean-up work performed on each MHRP Project site, including the work performed by Subcontractors. The clean-up work must encompass the interior and exterior property of the home, and any impacted neighboring properties, alleys, streets, curbs and gutters;
- y) Complete and submit with each Reimbursement Request the associated Individual MHRP Project Performance Report Form and MHRP Homeowner Approval Form (Exhibits K and N).
- z) Package and submit invoices for reimbursement on each completed MHRP Project, including: Subcontractor, materials, labor, permits, mileage, and all associated fees. All reimbursement requests must comply with CDBG accounting and records regulations, and use the approved City reimbursement process and forms (see Exhibit F, G and H);
- aa) Submit detailed invoice, per completed MHRP Project, for the fixed per unit Administration Costs. With prior City approval, administrative costs may be submitted if an approved work write-up cannot be completed due to no fault of the Contractor or any Subcontractor(s). All reimbursement requests must comply with CDBG accounting, administration, and records regulations, and use the approved City reimbursement process and forms (see Exhibit H);
- bb) Participate in scheduled on-site monitoring visits or desk reviews, conducted by the City, to review MHRP Project and Program performance, financial performance, and regulatory compliance. The City will require a minimum of two on-site monitoring visits or desk reviews for each MHRP program year. The possible extent of the monitoring visits and desk reviews are described in Exhibit E.
- cc) Remain current on all related CDBG regulations and requirements;
- dd) Provide monthly updates to the City on each MHRP Project's difficulties and progress; and
- ee) Meet and/or coordinate with the City's CDBG Coordinator as needed.

2) PROGRAM LIMITATIONS.

The administration of the MHRP shall be subject to any limitations and regulations established by the City, in addition to any applicable federal, state, and local law or regulation, including without limitation the following:

- a) Each MHRP Project is not to exceed a one (1) time per household \$7,500.00 repair limit. Rare exceptions to this limit may be considered by City staff on a case-by-case basis.
- b) Funded repairs must be non-luxury and non-cosmetic; and must be related to health and safety, accessibility, and energy efficiency as provided in the Minor Home Repair Program Guide. (See Exhibit B)

- c) MHRP funding recipients must be residents of the City, who are homeowners, and are LMI (80% or below of Denver Metro Area Median Income). These limits are published annually by the U.S. Department of Housing and Urban Development. (See Exhibit I)
- d) The majority (80% or more) of the MHRP Projects shall be located in the City's Target area. (See Exhibit J)
- e) The MHRP is subject to lead based paint regulations which requires lead based paint testing and remediation must be completed by certified lead abatement contractors.

3) BONDING.

For construction or facility improvement (sub)contracts exceeding \$100,000, the following minimum Federal requirements (2 CFR 200.325 and 427) for bid guarantees, performance bonds, and payment bonds must be met. These include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- d) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

4) SUBCONTRACTORS.

The Contractor may use Subcontractors to perform the MHRP projects subject to the following limitations, in addition to any other limitations on the use of Subcontractors under applicable law and the Agreement:

- a) The Contractor shall not enter into any subcontracts with any agency, business, or individual in the performance MHRP Services without the written consent of the City prior to the execution of such subcontract. Exhibit R does not constitute the City's approval or acceptance of the Subcontractor's listed.

Exhibit A

- b) The Contractor will monitor and document all subcontracted services on a regular basis to assure CDBG compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These results shall be submitted to the City quarterly.
- c) Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
- d) The Contractor shall not engage any Subcontractor in a federally funded contract without prior verification through the System for Award Management (SAM) to ensure no debarred contractors work on any federally assisted construction projects. Physical documentation from SAM, with the date of inquiry, must be provided to the City **before** any subcontractor is engaged.
- e) The Contractor will include all CDBG required contract provisions in any and all subcontracts.
- f) The Contractor will include a non-appropriation clause to protect the City from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason.
- g) Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, and 501.
- h) The Contractor shall maintain the proper files on program administration and individual MHRP Projects, and as requested, submit all paperwork to the City's CDBG Office or Federal agency for monitoring, billing, and/or auditing purposes.

5) RECORDS.

In addition to any other recordkeeping requirements under the agreement, the Contractor will:

- a) Submit all required reports in a timely manner to the City;
- b) Submit Individual MHRP Project Performance Reports in the form required (see Exhibit K);
- c) Use forms required and/or approved by the City and/or the CDBG program;
- d) The CDBG program regulations at 24 CFR 570.506 require records be kept which demonstrate the program requirements have been met. These and all other MHRP program records pertaining to this Agreement shall be retained for a minimum of five (5) years after the submission of the City's annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time;
- e) Maintain an organized case files for each applicant throughout the duration of the MHRP demonstrating full compliance with all applicable federal regulations and applicable policies and procedures developed by the City. Each of the Contractor's MHRP Project files will include, but not be limited to:

- i) complete homeowner application and eligibility verification documentation,
 - ii) work write-ups with cost estimates,
 - iii) homeowner approval of work to be performed and timelines,
 - iv) Tier 1-Broad Level Environmental Review approval number,
 - v) Tier 2 Notice to Proceed,
 - vi) all licenses and permits,
 - vii) site visit/inspection reports (including final inspection),
 - viii) before and after photos,
 - ix) proof of coordination efforts with other public service organizations,
 - x) change orders,
 - xi) Subcontractor's contract, contact information, and billing,
 - xii) Pertinent correspondence,
 - xiii) Section 3 documentation,
 - xiv) documentation of all other service provider coordination efforts,
 - xv) lead-based paint testing documentation,
 - xvi) hazardous material testing, reporting, and disposal methods,
 - xvii) project monitoring reports,
 - xviii) City inspection reports,
 - xix) all data and progress reports and documents required by the City's MHRP,
 - xx) invoices and financial reports, all other relevant MHRP documentation invoices for payment, and
 - xxi) project completion and clean-up release by homeowner.
- f) The Contractor will maintain appropriate administration records and produce the necessary documents, within the required time periods (per 24 CFR 570.506);
- g) The Contractor will maintain appropriate information on persons residing in the property, including any changes during the rehabilitation project, and any Uniform Relocation Act (URA) information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24);
- h) Upon completion of each MHRP Project, provide to the City a copy of each complete MHRP Project file;
- i) Receive and maintain records pertaining to the monies received in accordance with this project for the duration of the MHRP Program(s);
- j) Provide access during regular business hours to authorized City personnel and other authorized representatives (including any federal representatives) to all MHRP records for the purpose of monitoring, audit or other examination.

- f) Implement and maintain reasonable security procedures and practices compliant with C.R.S. 6-1-713.5(2)(a-b) and C.R.S. 24-73-102(2)(a-b) with respect to any personal identifying information, as defined C.R.S. 6-1-713(2)(b) and C.R.S. 24-73-101(4)(b), disclosed to the Contractor in the course of performing the Services.
- g) Notify the City within twenty-four (24) hours of the Contractor's determination that a security breach has occurred, as defined in C.R.S. 6-1-716(1)(c) and C.R.S. 24-73-103(1)(b), with regard to any personal information, as defined in C.R.S. 6-1-716(1)(g) and C.R.S. 24-73-103(1)(g), disclosed to the Contractor in the course of performing the Services and will conduct such investigation and provide such notice as required by law in the event of such breach.

6) EXPENDITURE RESTRICTIONS.

- a) CDBG funds approved by HUD for expenditure under the City's grant agreement, including those identified for the Contractor's projects and activities, shall be allocated to the MHRP Program Administration and Projects as described in this Agreement. The allocated funds shall be used and expended only for the MHRP Program administration and Projects for which the funds are identified. The City will also expend MHRP administrative funds from the 2019 MHRP allocation.
- b) The Contractor agrees all funds allocated for MHRP Program Administration and Projects shall be used solely for the purposes approved by the City. Said funds shall not be used for any non-approved purposes.
- c) The Contractor agrees the funds allocated for approved fixed Program Administration cost and each MHRP Project shall be sufficient to complete said Program Administration and Project without any additional funding.
- d) Once approved by the City, Program Administration or Project allocation shall not be changed without written or e-mail approval by the City's CDBG Coordinator, provided any modification to this Agreement must be set forth in a separate written amendment.
- e) If it is determined by HUD or other federal agencies that any expenditure by the Contractor, in whole or in part, for the Program Administration and Projects was improper, inappropriate, or ineligible for reimbursement, the Contractor shall reimburse the City to the full extent of the disallowance.

7) REPORTING REQUIREMENTS.

- a) Required Information. The Contractor shall assist the City in the collection of data for the following IDIS and other reports, as requested in the Agreement. The City's staff will enter the data provided by the Contractor into the applicable HUD IDIS and HEROS reports. The Contractor must provide the necessary data two weeks prior to the related report's due date to HUD, unless otherwise stated. All disbursements of funds are contingent upon the Contractor's ability to comply with these requirements and to those stated in Exhibits F, G, H, K, L, M, N, and O.

Exhibit A

- b) **Project Performance Report Form.** The Contractor will complete a report, which summarizes the client(s) served, their household income, hazardous material compliance, and demographic information associated for each project completed (see Exhibit K). These reports are due with the completion of each MHRP Project and shall be submitted with the Reimbursement Request and Progress Report form (Exhibit F) within three (3) weeks of the associated MHRP Project's completion. Reports can be scanned and sent via e-mail or hardcopy if the authorized representative's signature and date are on the document. Original signatures shall be kept in each individual MHRP Project file.
- c) **MHRP Homeowner Approval Form.** Prior to receiving the Notice to Proceed for each MHRP Project, the Contractor shall provide a signed MHRP Homeowner Approval Form (Page 1) by the homeowner(s) showing their understanding of the scope of the project, the timeline and who will be performing the rehabilitation work. With each Project Performance Report and Reimbursement Request, the Contractor shall provide a signed MHRP Homeowner Approval Form (Page 2) by the homeowner(s) showing their understanding that the rehabilitation work is complete and to determine their satisfaction with the project (see Exhibit N).
- d) **Project Completion Report.** Upon completion of the entire CDBG project year MHRP Program, the Contractor will submit a "Project Completion Report" within 30 days of the final invoice submission. This report summarizes the MHRP Program and the goals achieved throughout each MHRP Program's timeframe.
- e) **Consolidated Annual Performance and Evaluation Report (CAPER).** By October 31st of each year this Agreement is active, the Contractor shall, as applicable, submit information related to the City to complete the HUD required CAPER.
- f) **HUD Related Information.** Twice a year the Contractor will be asked to submit information related to regulations such as: Section 3, WBE and MBE outreach and success reports, program income, women-owned businesses, other IDIS required reports, and/or if necessary, labor standards. This information will then be submitted to HUD as required.

8) ENVIRONMENTAL REVIEW.

- a) No MHRP funds may be obligated or spent until the City has received written environmental clearance (Tier 1) from the HUD under 24 CFR Part 58, and the Contractor has received a Notice to Proceed from the City.
- b) The Contractor further agrees the awarding of this Contract or the provision of any funds to the City's MHRP is conditioned on the City's determination to proceed with, modify, or cancel the MHRP based on the results of an environmental review. Any special environmental and/or historic conditions imposed by the City, County, State or HUD, must be incorporated into each MHRP Projects as specified and as necessary to the overall MHRP implementation.

- c) The City will prepare a Tier One Environmental Review for each year's MHRP. The Respondent will provide the City with required Tier 2 environmental review documentation for each approved MHRP Project such as work write ups, pictures, floodplain, historic preservation, contamination and toxic substances, and other descriptive information, as necessary for each MHRP Project. This cost should be factored into the Respondent's fixed per MHRP Project administrative cost.

9) ENVIRONMENTAL CONDITIONS.

- a) Certification of Compliance with Clean Air and Water Acts. The Contractor and all Subcontractors will agree to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - i) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - ii) Contractor shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractor shall furnish to the City, the following:
 - (1) A stipulation by Contractor or Subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
 - (2) Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8), Clean Air Act, 42 U.S.C. 7401, et seq., and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
 - (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

b) Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that, for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c) Lead-Based Paint

The Contractor agrees that any construction or rehabilitation of residential structures, with assistance provided under this Agreement, shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. The City will supply the current Lead Based Paint Pamphlet for the first 100 interested residents.

d) Historic Preservation

- i) The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement.
- ii) In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. The City is entered into a Programmatic Agreement with SHPO in 2019.

10) MISCELLANEOUS.

- a) The Contractor will include acknowledgement of funding received by the City of Commerce City from HUD in all MHRP related publications and outreach efforts, including without limitation publications funded with any award that might result pursuant to this solicitation;
- b) The Contractor will not solicit or apply for funds from any other source for the services already reimbursed or to be reimbursed under this CDBG MHRP funding.

Exhibit A

- c) The Contractor shall ensure the property owners' access from the street to their property is not restricted, except when the property owner is notified 24-hours in advance and it occurs at limited times during normal working hours. When access to a private property cannot be continuously maintained during normal working hours, the Contractor must personally provide and document written and verbal notice to the affected property owners a minimum of twenty-four (24) hours in advance of the closure. Emergency vehicle access shall not be blocked at any time, for any reason.
- d) The Contractor shall not inhibit the safe access to public facilities including, but not limited to, parking lots, picnic shelters, playgrounds, streets, alleys, bike lanes, and pedestrian ways. Any disruption to the public's normal use of such facilities shall not occur without the necessary permits from the City.
- e) The Contractor shall make every effort to contain its operations to the smallest area possible. All areas which have been disturbed by, the Contractor and/or their subcontractors, shall be returned to their original grade, landscaping, and condition, or better.
- f) The Contractor shall not stockpile or store materials or equipment in the public streets or public right-of-way, unless a Street Occupancy and/or Right of Way permit is obtained. At all times, the Contractor shall provide/preserve access to the MHRP project and adjacent properties, and all necessary services including but not limited to: fire hydrants, mail service, trash collection, and snow removal.
- g) Under no circumstances shall the Contractor allow any condition to exist which creates a nuisance, fire hazard or an environment injurious to health or safety, or an attraction for children, animals, etc., before, during, or after construction.
- h) The Contractor shall be responsible for locating disposal and dump sites and making arrangements for disposal of all material removed from each MHRP site. This includes concrete, asphalt, unsuitable or unstable trench material, and any other trash, rubbish, or debris generated from each MHRP Project. Asbestos, lead and other hazardous materials will be disposed of in accordance with all applicable laws and regulations by the Contractor or their Subcontractor. The Contractor shall promptly submit copies of the disposal manifests to the City to document proper disposal of all hazardous and waste materials.
- i) As necessary, the Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the use of workers during construction, and these conveniences shall be maintained in a manner that will be inoffensive and in compliance with federal, state, and local health and sanitation requirements.
- j) The Contractor agrees to keep all work performed in good repair for a period of one year from the date of MHRP project completion, as determined by the Individual MHRP Project Performance Report Form (Exhibit K), unless a longer period is specified in the Agreement. Upon written notice from the City to the Contractor, any aspect of the work found not to be in good repair shall be promptly repaired by the Contractor. Such repair, including any consequential damages resulting from the defect to be repaired, shall be made without further cost to the City or recipient of the MHRP project.

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Community Development Block Grant Program Minor Home Repair Program Guide

Last Updated August 29, 2019

SUMMARY

The Minor Home Repair Program (MHRP) Guide provides the policies and standards for the management and operation of City of Commerce City's MHRP. This Guide is based on the federal, state and local laws, rules, and regulations pertaining to the City's MHRP. It is the intent of this Guide to provide a consistent and equitable MHRP for the City. It is the responsibility of all hired Contractors and their Subcontractors to implement the City's MHRP in accordance with these guidelines.

BACKGROUND AND PURPOSE:

The City of Commerce City is pleased to offer a MHRP to assist lower income homeowners improve the health, safety, and accessibility of their homes. As an Entitlement Community, the City receives an annual, direct allocation of CDBG funds from the U.S. Department of Housing and Urban Development (HUD).

The City, with the assistance of a hired Contractor, will administer the MHRP as required by federal, state and local laws, rules, regulations, and codes. By virtue of this financial support, essential maintenance and improvements can be made, thereby ensuring continued occupancy by the household and protection against blighted neighborhood conditions.

The MHRP is intended to improve the:

1. health of the home's occupants,
2. safety of the home,
3. ability of seniors to age in place,
4. accessibility to the disabled, and/or
5. energy efficiency of the property

PROJECT FUNDING

The City's MHRP is for residents of the City only. The MHRP will provide housing rehabilitation assistance to qualified, single-family homeowners, with low to moderate (LMI) household incomes. Once the homeowner is approved for the MHRP, the rehabilitation work will be orchestrated and paid for by the City. Each approved applicant may qualify for up to \$7,500 in repairs, plus permit and Use Tax costs. The MHRP funds will be used to pay repair costs and CDBG eligible project soft costs. The City's Contractor will provide a home inspection, work write-up, cost estimates, and will complete the project.

The City's CDBG program runs annually from October 1st through September 30th. Each year the City must re-apply for funding from HUD's CDBG program. Each year the MHRP funding is dependent upon receiving money from HUD and the City Council's decision to allocate MHRP funding.

The MHRP will be suspended when or if:

1. The City has obligated the entire annual allotment of MHRP funds.
2. The City does not receive all or part of the CDBG funding from HUD.

PROPERTY ELIGIBILITY

1. The property must be an owner-occupied home.
2. The property shall be a single-family residence.
3. The structure is a site built, or manufactured home (as defined by HUD) single-family home.
4. The home must have a clear title to the real property and land.
5. If the structure is a mobile home on a rented permanent foundation the applicant must have a clear title to the home. The mobile home must have a HUD manufacturer certification label (manufactured on or after June 15, 1976). If the applicant owns the land where the mobile home is located, they must have a clear title to the land.
6. The property must be located inside the incorporated boundaries of the City of Commerce City, CO. Seventy percent of properties assisted must be located within the historic area of City (Target Area) as designated by the City's CDBG 2016-2020 Consolidated Plan. (See the attached Target Area Map)

7. All property taxes must be paid in full.
8. Property insurance is required.
9. The property must not be in the foreclosure process.
10. The property must pass the required environmental review or property will be deemed ineligible and no funding for repairs will occur. This is in accordance with the National Environmental Policy Act (NEPA) and 24 CFR Part 58 of the Federal regulations, citing all Cities receiving CDBG funds are legally responsible for complying with CEQA and NEPA environmental reviews prior to funding any loan or grant.
11. Any specific requirements as required by the Contractor or the City as applicable.

APPLICANT ELIGIBILITY

To obtain an application, the homeowner may go online to:

www.c3gov.com/CDBG

or contact the City's CDBG Office:

csteinberg@c3gov.com
303-289-8168

After the homeowner fills out the application, it needs to be returned to the Civic Center's Building Department. Complete and fully documented applications will then be sent to the Contractor for verification and furtherer processing. **Incomplete applications will be returned to the homeowner.**

If the project and the applicant are deemed eligible by the City, it will be placed on the Waiting List. This list is serviced on a first come, first service basis, unless an urgent project is presented.

General eligibility requirements:

1. The applicant must own the home. For the purpose of this document, all persons on the Deed are considered the applicant by the City.
2. The home must have been the applicant's principle residence for at least two (2) years.
3. The applicant can only own and occupy one residential property.

4. The total annual gross (pre-tax) household income cannot exceed 80% of the Area Median Income (AMI) as established and provided annually by the HUD. Verification of the applicant's total household¹ total annual gross income² may not exceed 80% of the Denver-Aurora-Lakewood Median Area Income. New household income thresholds are provided by HUD annually. Below are the **2019** LMI thresholds:

One-person household	\$52,000
Two-person household	\$59,400
Three-person household	\$66,850
Four-person household	\$74,250
Five-person household	\$80,200
Six-person household.....	\$86,150
Seven-person household	\$92,100
Eight-person household	\$98,050

5. The applicant has not previously participated a minor home repair program, funded by CDBG, within the City limits;
6. The applicant must be a legal resident of the United States.

ELIGIBLE REPAIRS GUIDELINES

For a repair to be eligible, it must meet at least one of the following classifications:

1. Health and safety improvements, as required by code;
2. Accessibility improvements to accommodate disabled persons and/or
3. To make medical accommodations;
4. Energy efficiency and other conservancy related improvements to address long-term sustainability and affordability;
5. Repairs and general property improvements of a non-luxury or non-cosmetic nature;

¹ Definition of Household: For the purposes of determining MHRP program eligibility, "household" is defined as all the people who occupy the residence. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the residence. A person living alone in a residence, or a group of unrelated people sharing a residence such as partners or roomers, is also counted as a household.

² Definition of income is the previous 12-months pre-tax income from all members of the household, 18 years or older. If a household member turned 18 during this 12-month period, only the income earned after turning 18 will be calculated.

CDBG funds will be utilized so building code deficiencies, and situations threatening the health and safety of residents, are addressed first, prior to addressing any other rehabilitation work. Any and all costs must be approved by the City's CDBG Office prior to beginning of any home repair. All repairs are subject to program funding limits.

By law repairs over \$5,000 must include testing for the presence of lead-based paint in pre1978 construction. If lead is detected, the appropriate repairs and clearance of detected lead-based paint must be performed as a component of the rehabilitation and is subject to the per home grant limit.

ELIGIBLE SOFT COSTS OUTSIDE OF REPAIR LIMIT

The total cost of the home repairs may not exceed Seven Thousand Five Hundred Dollars (\$7,500), not including soft costs and project delivery costs incurred by the administration of the CDBG funds. Soft costs include:

1. Project-related professional services including administration, architectural, engineering, inspection, or related services required to prepare plans, drawings, inspections, specifications, or work write-ups.
2. Building permits and Use Tax costs.

ELIGIBLE PROJECT COSTS WITHIN REPAIR LIMIT

Included in the \$7,500 repair cost limit, are other reasonable and necessary costs associated with the rehabilitation of a home. These other reasonable and necessary costs may include, but are not limited to:

1. Materials used for the MHRP program to conform to the specifications designed by the City and the Contractor. If the applicant does not approve of the materials to be used, the affected construction may be deleted in its entirety.
2. Exterior and interior abatement/treatment of lead-based paint hazards.
3. Abatement of other hazardous materials.
4. Site Preparation.
5. On-site improvements and repairs of project construction damage to the project site such as landscaping, fencing, and ground cover.
6. Costs to demolish existing non-compliant structures, if necessary to the overall project, and with prior approval by the City.
7. Any Uniform Relocation Act (URA) related costs with prior approval of the City's URA Plan and the CDBG Office.

INELIGIBLE COSTS

Ineligible improvements include the following type of expenses:

1. Repair, purchase, or installation of household appliances which are designed and manufactured to be freestanding.
2. Recreational items such as barbecues, bathhouses, greenhouses, spas, Jacuzzis, swimming pools, saunas, television antennae, or tennis courts.
3. Luxury items such as dumbwaiters, kennels, murals, flower boxes, awnings, patios, decks storage sheds, or workshops.
4. Materials, fixtures, and installations which are considered luxury in nature.
5. Any repairs or expenses which, in the determination of the City, do not meet the intent of the MHRP program.
6. Refinancing existing debt.
7. Reimbursement for an owner's personal labor or invoices from independently obtained contractors/laborers.

INTEREST LISTS AND WAITING LISTS

Interest List

Residents who have not submitted a complete application, but have expressed interest in the MHRP to the CDBG Office or the City's Contractor, will have their name and contact information placed on the **Interest List**. Those on the **Interest List**, will receive notification when MHRP funding is available so they may apply for the program. Please keep us updated if your interest in the MHRP program.

Waiting List

Upon receipt of a complete MHRP application, City staff and the Contractor will review each application in order of submittal. Those applicants who submitted a completed application, all of the requested documents, and qualify for the MHRP, will be placed on the next spot on **Waiting List**.

The **Waiting List** is only for completed applications submitted to the City. The applicant's project will proceed from the Waiting List. Due to limited funding and other federal regulations, being placed on the Waiting List does not guarantee the project will be completed.

Please notify the City CDBG Office if your income or ownership status changes. Due to Federal regulations, if you are on the Waiting List for more

than 120 days, your income and application must be re-verified and re-documented.

APPLICATION REQUIREMENTS

The following documentation (copies only please) is required to determine and verify MHRP eligibility for each member of the household who is 18 years old or older:

1. Receipt of a complete, signed, and dated MHRP Application;
2. Copy of a current mortgage statement;
3. Verification of all household income³ for every household member⁴ over 18. (see definitions below). This includes, but is not limited to, two (2) most recent pay stubs and the two most recent complete signed Federal Income Tax Returns, (if filed), and three (3) most recent bank statements.
4. Proof of ownership of the single-family residence (Grant Deed or Deed of Trust and the most recent Property Tax Bill);
5. Copy of a current and adequate homeowner's insurance policy;
6. Proof of residency at the applicant's residence (Utility Bill other than Water);
7. Proof the property's property taxes are paid and current;
8. Copy of Driver's License or other valid photo government issued identification for each applicant;
9. Income documentation will include the prior year's submitted tax return, including W2's, current paycheck stubs and other employment information for all working household members 18 years of age or older;
10. A prioritized list of repairs being requested;
11. Additional items requested by the City or Contractor.

³ Definition of income is the previous 12-months pre-tax income from all members of the household, 18 years or older. If a household member turned 18 during this 12-month period, only the income earned after turning 18 will be calculated.

⁴ Definition of Household: For the purposes of determining MHRP program eligibility, "household" is defined as all the people who occupy the residence. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the residence. A person living alone in a residence, or a group of unrelated people sharing a residence such as partners or roomers, is also counted as a household.

CONFIDENTIALITY AND AUTHORIZATION

The CDBG Office will treat all applicant information as confidential and no personal information, unless required by law, will be provided to anyone who not directly involved in the efforts to repair or improve the property.

The application authorizes the City to discuss, as necessary, information related to the personal circumstances in an attempt to repair or improve the property. This may include obtaining: financial, employment and information from other agencies or institutions. The application serves as written consent giving the City and the Contractor permission to verify personal information, as deemed necessary, to expedite the repairs and/or improvements to the applicant's property.

PROGRAM ADMINISTRATION

Verification and Eligibility Determination

The Contractor is responsible for verifying each application in its entirety, in accordance with guidelines established by the CDBG program. Household income and size must be verified before applicant eligibility can be established.

All application information and documentation must be current prior to the beginning of rehabilitation. After One-Hundred and Twenty (120) days from receiving a complete application, all information, including household income, must be re-verified and re-documented prior to the beginning of the rehabilitation.

When an application is approved or denied, the City will send a letter notifying the applicant of their status.

Property Inspection

The City's Contractor will contact the applicant to arrange a visit to the property. The Contractor will conduct the property inspection with the applicant including:

1. Interviewing the property owner to identify known problems.
2. Walking through all the property to identify repair needs.
3. Drafting a work write-up detailing each needed repair.

Preparation of Work Write-Up

The Contractor will prepare a detailed work write-up addressing:

1. Health and safety repairs as required by code,
2. Accessibility improvements,
3. Energy efficiency and conservancy improvements,
4. Lead-based paint testing and abatement/removal (if necessary). The Contractor will also forward a copy of the lead-based paint risk assessment to the homeowner with other required information.
5. Other Eligible repairs and general improvements.

The Contractor will deliver to the City the completed work write-up and cost estimates including notes, dates of inspection, persons interviewed, persons in attendance at walk-through and any special circumstances. Repairs determined to be of urgent concern to correct any health, safety, building code violations and accessibility will be identified by the Contractor, subject to program funding limits.

If the property is not suitable for the Minor Home Repair Program due to issues like: excessive code violations, high repair estimates, or environmental concerns, mortgage concerns, or if the owner no longer wants to participate, a MHRP Termination Letter will be issued by the City and sent to the Contractor and the applicant.

DENIAL OF AN APPLICATION

The City/Contractor may deny an application for any of the following reasons:

1. Eligibility requirements are not met.
2. The property is deemed unsafe due to hazardous conditions which may include but are not limited to unsanitary and crowded conditions, unsafe roofs or entry ways, severe structural problems, or any other safety related issues.
3. The needed repair work exceeds the scope of the MHRP either in cost or size of project.
4. The Applicant is repeatedly uncooperative in allowing reasonable access, with appropriate notice, to the Contractor/Subcontractor's.

If a previously approved application is denied, the City will provide to the Applicant, a letter stating the denial. In the event of a denial dispute, interpretations and recommendations received by the designated program

representative at HUD's Denver Office will be the final and absolute determination.

AFFIRMATIVE MARKETING PROCEDURES

The City will develop and publish information about the MHRP's eligibility criteria and application procedures with bi-lingual materials and/or through bi-lingual outreach avenues such as:

1. The City's Website - with Google Translate
2. Local English (Sentinel) and Spanish (La Prensa) newspapers,
3. The City's monthly, bi-lingual newsletter *Connections* sent to every household in the City,
4. The City's Facebook Page
5. Twitter posts by the City
6. Distributed MHRP publications throughout the City
7. Inclusion in area resource directories - both in print and online
8. Presentations at Public Input Meetings
9. Advertising on the City's public TV Channel
10. Briefing and providing contact materials for non-profit organizations
11. Presentations at service provider meetings

Upon the launch of the MHRP, The City and the Contractor will provide bilingual application materials in Spanish for applicants. In addition, the City will arrange for interpreters as requested, to help the Applicants understand the program, application, inspection, work write-up, cost estimates and be available to answer any questions.

To request language accommodation, please contact CDBG Coordinator Cheryl Steinberg at 303-289-8168, csteinberg@c3gov.com or visit our website at: www.c3gov.com/CDBG. Seven days' advance notice will allow us to provide the necessary interpreters.

EQUAL OPPORTUNITY

Program participants will be selected on a first-come, first-served basis as described in this Guide.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity funded in whole or in part with CDBG MHRP funds.

SPECIAL ACCOMODATIONS

To request special accommodation, please contact CDBG Coordinator at 303-289-8168, csteinberg@c3gov.com or visit our website at: www.c3gov.com/CDBG. Ten days' advance notice will allow us to provide the necessary accommodation(s).

LEAD-BASED PAINT

Properties constructed prior to 1978 require a Lead-based Paint Notice be given to all property owners. This notice shall be provided immediately upon applicant's applying for the MHRP, and will be included with the application. Owners will be informed if their home will be tested for the presence of lead-based paint and, if necessary, this paint shall be removed or otherwise abated during the rehabilitation process.

The Contractor will test CDBG assisted properties constructed before 1978 for the presence of lead-based paint utilizing a licensed vendor to comply with the Federal Regulations. Any lead-based paint found as a result of these tests shall be addressed in accordance with the requirements of 24 CFR Part 35 and 40 CFR Part 745, and will constitute a PRIORITY item for rehabilitation.

UNIFORM RELOCATION ACT

Although no displacement is expected to occur, the City's will minimize displacement of persons and to assist any person displaced. The specific type and levels of assistance the City will make available to displaced persons will be in compliance with 24 CFR 42.3. Please refer to the City's most recent Residential Anti-displacement and Relocation Assistance Plan.

END OF THE MHRP GUIDE





Community Development Block Grant Program

MHRP Responsibility Allocation Table

Last Updated November 29, 2018

#	Description	Responsible Entity	
		Commerce City	Contractor
1	Prepare Tier 1 Environmental Review for MHRP.	X	
2	Create and update (as necessary) program guidelines, applications, and supporting documentation.	X	X
3	Identify potential qualified homeowners.	X	X
4	Conduct public outreach to inform City residents and service providers about the availability of MHRP funding.	X	X
5	Accommodate the needs of: non-English speaking applicants, applicants with disabilities, and ensuring equal access to services and written materials.	X	X
6	Conduct public outreach to inform City residents about the availability of other non-MHRP housing programs.	X	X
7	Maintain all necessary individual MHRP Project files as required by the CDBG program.		X
8	Receive MHRP applications from the public and review for completeness.	X	
9	Receive complete applications from the City, double-check them for completeness and determine their MHRP eligibility.		X

Exhibit C

#	Description	Responsible Entity	
		Commerce City	Contractor
10	Submit timely recommendations to the City regarding the viability of each submitted MHRP application, after its eligibility review.		X
11	Contact each applicant regarding the approval or denial of their application.		X
12	Initiates contact and coordinates with other rehabilitation, remediation and/or installation service providers receiving other City CDBG home repair funds from the City including: <ul style="list-style-type: none"> • Arapahoe County Weatherization • Brothers Redevelopment's Paint – a – Thon 		X
13	Initiates contact and coordinates timelines with other possible rehabilitation, remediation and/or installation service providers including: <ul style="list-style-type: none"> • Medicaid • GRID Alternatives • Rebuilding Together Metro Denver • Volunteers of America • Applicant Insurance Companies 		X
14	Complies with Section 3, MBE & WBE hiring regulations as applicable.	X	X
15	Arranges for the home inspection, coordinating with other organizations involved with each MHRP Project.		X
16	Inspect homes for needed repairs and determine whether repairs are within the MHRP Guide's parameters.		X
17	Recommends to the City if the inspected MHRP Project should proceed.		X
18	Authorizes the continuation of each MHRP Project based on the work write-up and estimates provided by the Contractor.	X	
19	Submit proposed work write-ups to the City including: materials to be used, standards to be met, cost estimates, and time estimates. Each work write-up must have a signed Homeowner Approval Form (page 1).		X

Exhibit C

#	Description	Responsible Entity	
		Commerce City	Contractor
20	Provide before and after pictures of each project in each home – with identifying features.		X
21	Provide the City with required Tier 2 environmental review documentation for each approved MHRP Project.		X
22	Prepare final Tier 2 environmental review checklist for each approved MHRP application and submit them to HUD.	X	
23	Provide a Notice to Proceed, or Notice of Decision Not to Proceed, to the Contractor for each Project.	X	
24	Ensure a Notice to Proceed is obtained from the City prior to obligating any Project funding, this includes all Subcontractor agreements, material purchases, equipment rental, etc.		X
25	Assigns/Hires, with documented CDBG compliance, the Subcontractors who will perform each of the MHRP repairs.		X
26	Ensure and document, prior to hiring, all Subcontractors have an active registration in the System of Award Management (SAM.gov), and are not currently debarred from receiving federal funds. Make this dated documentation available to the City.		X
27	Ensure and document all MHRP hired subcontractors have the applicable licenses to work in the City. Make this documentation available to the City for review.		X
28	Coordinate each approved MHRP Project with the City, homeowners, Subcontractors, utility providers, and other relevant services providers.		X
29	With each approved MHRP Project, ensure and document all required permits, reports, licensing, tax payments, insurance, and property owner permissions are obtained.		X
30	Ensure and document all MHRP hired subcontractors have the applicable licenses and insurance to work in the City. Make this documentation available to the City for review.		X
31	Obtain all necessary materials and equipment for use in each MHRP Project.		X

Exhibit C

#	Description	Responsible Entity	
		Commerce City	Contractor
32	Conduct (or contract for) required lead-based paint testing and remediation services, as required by law and approved by the City. Summarize the results/resulting actions for the City.		X
33	Conduct (or contract for) other hazardous materials (asbestos, radon) testing, reporting, and remediation services, as requested, required by law and approved by the City.		X
34	Conduct (or contract for), supervise, and complete all approved MHRP Projects in accordance with applicable regulations, City approved work write-ups, and approved funding.		X
35	Supervise and/or perform the clean-up work performed on each MHRP Project site, including the work performed by Subcontractors. The clean-up work must encompass the interior and exterior property of the home, and any impacted neighboring properties, alleys, streets, curbs and gutters.		X
36	Obtain a Signed Homeowner Approval Form for completed work and/or completed stages of work.		X
37	Submit to the City invoices to the City for reimbursement for all MHRP Project subcontractors, materials, hours and other associated fees. All reimbursement requests must comply with CDBG accounting and records regulations.		X
38	Use and submit the approved City reporting and reimbursement process and forms.		X
39	Submit to the City invoices to the City for reimbursement for MHRP Program administration costs. All reimbursement requests must comply with CDBG accounting, administration, and records regulations, and use the approved City reimbursement process and forms.		X
40	Reviews and approves, as appropriate, the submitted reimbursement requests by the Contractor.	X	
41	Receive, track, and respond to all applicant complaints/concerns in a timely, courteous, and professional manner, consulting with the City's CDBG Office as needed.		X

Exhibit C

#	Description	Responsible Entity	
		Commerce City	Contractor
42	Arranges for and attends the City's inspection of completed work to satisfy the building permit(s), as needed.		X
43	Provide regular updates to the City on each Project's progress and difficulties encountered; and meet with the City's CDBG Coordinator as needed.		X
44	Upon each MHRP Project completion, meet with homeowner(s) to sign a MHRP Homeowner Approval Form and submit it to the City for payment of the final invoices.		X
45	Provide all of the required data, documentation, forms, pictures, invoices, and administration records for the Contractor and Subcontractors to the City, as stated in the Agreement.		X
46	Participate in scheduled on-site monitoring visits, conducted by the City, to review MHRP Project and Program performance, financial performance, and regulatory compliance. The City will require a minimum of one on-site monitoring visits during the first 15-months of each MHRP program year.		X
47	Remain current on all related CDBG regulations and requirements.	X	X
48	Provide project close out reports to HUD.	X	
49	Provide ongoing and periodic review of the MHRP to ensure its continued compliance with the City's goals and CDBG program regulations.	X	X
50	House and store all of the completed MHRP Project and Program files.	X	
51	Prepare and execute the Consolidated Annual Performance Evaluation Report (CAPER) to inform City residents, City Council & HUD of the progress of the MHRP.	X	

Applicable Laws, Regulations & Requirements

Required Contract Provisions

1. BREACH OF CONTRACT TERMS.
2. ACCESS TO RECORDS.
3. MAINTENANCE/RETENTION OF RECORDS.
4. REPORTING REQUIREMENTS.
5. COPYRIGHTS AND PATENTS.
6. CONFLICT OF INTEREST.
7. DEBARMENT.
8. EQUAL EMPLOYMENT OPPORTUNITY.
9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED.
10. CERTIFICATION OF NON-SEGREGATED FACILITIES.
11. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.
12. NONDISCRIMINATION IN HOUSING UNDER TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.
14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.
15. SECTION 503 OF THE REHABILITATION ACT OF 1973.
16. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.
17. AGE DISCRIMINATION ACT OF 1975.
18. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS.
19. ENERGY EFFICIENCY.
20. LABOR LAWS.
21. ANTI-KICKBACK RULES.
22. ASSIGNABILITY.
23. CHANGES.
24. LOBBYING.
25. POLITICAL ACTIVITY.
26. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET.
27. SBE/MBE/WBE CONTRACTING.
28. BOOKKEEPING, ACCOUNTING AND PROCUREMENT REQUIREMENTS.
29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

The following Federal laws, orders, regulations and other terms and conditions are incorporated into the Agreement in their entirety, except to the extent they do not apply by their terms or by requirements of law. "Contractor" means the entity performing services on behalf of the City, regardless of designation:

1. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's Subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

2. ACCESS TO RECORDS.

The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers and records of Contractor that are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

3. MAINTENANCE/RETENTION OF RECORDS.

Contractor shall maintain all records connected with this contract in a central location for a period of five (5) years following the date of final payment and close-out of all pending matters related to this contract.

4. REPORTING REQUIREMENTS.

Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City and HUD-CDBG requirements.

5. COPYRIGHTS AND PATENTS.

- A. No materials, including, but not limited to, reports, maps, or documents produced as a result of this contract, in whole or in part, shall be the application of a copyright by or on behalf of Contractor. The Federal government and the City reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for government purposes: (a) the copyright to any work developed with CDBG funds and (b) any rights of copyright purchased with CDBG support. The Federal government and the City shall possess all rights to invention or discovery, as well as, rights in data which may arise as a result of Contractor's services. All royalty or license fees applicable to the services provided hereunder shall be paid by Contractor.
- B. Contractor shall hold and save harmless the City and its officers, agents, servants, and employees from and against liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City, unless otherwise specifically stipulated in the contract.
- C. If Contractor uses any design, device, or materials covered by letters, patent or copyright, Contractor shall provide for such use by suitable agreement with the owner of such

patented or copyrighted design, device, or material. Without exception, the contract price shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. Contractor or its sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage that the City may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after the completion of the work.

6. CONFLICT OF INTEREST.

No officer or employee of the City or its designees or agents, no member of the governing body, and no other public official of the City shall have any interest, direct or indirect, in this contract, or the proceeds thereof, for work to be performed. Further, Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest. No employee, officer or agent of the City has participated in the selection of, or in the award or administration of, this contract if a conflict of interest, real or apparent, was involved. Persons covered under this section include any person who is:

- A. An employee, agent, consultant, officer, or elected or appointed official of the City any designated public agency or any subrecipient agency that is receiving CDBG funds;
- B. Any member of his/her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to this contract, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall have a financial interest in this contract either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

7. DEBARMENT.

Contractor warrants and represents that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or the State of Colorado;
- B. Have not within a three-year period preceding this award, have been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification

or destruction of records, making false statements, tax evasion, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in 2. of the certification;
 - D. Have not within a three-year period preceding this award, had one or more contracts (Federal, State, or local) terminated for cause or default;
 - E. Will not knowingly enter into any subcontract with a person who is, or organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any Federal agency (<https://www.sam.gov/portal/public/SAM/>); and
 - F. Will require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
8. **EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67) (Contracts/subcontracts over \$10,000)**

During the performance of this contract, the Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- C. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.
- E. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F.** In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G.** Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H.** Contractor will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- I.** Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (Contracts \$10,000 or below)

During the performance of this contract, Contractor agrees as follows:

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate the foregoing requirements into all subcontracts.

10. CERTIFICATION OF NONSEGREGATED FACILITIES (Contracts over \$10,000)

- A. Contractor certifies that it does not maintain or provide for Contractor's establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor's control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at any of Contractor's establishments, and Contractor will not permit employees to perform their services at any location under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.
- B. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.
- C. Contractor further agrees that (except where Contractor has obtained for specific time periods) Contractor will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that Contractor will retain such certifications in Contractor's files; and that Contractor will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

11. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12. NONDISCRIMINATION IN HOUSING UNDER TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), and implementing regulations, prohibiting housing discrimination on the basis of race, color, religion, disability, sex, or national origin. Respondent agrees to carry out the services under this Agreement in a manner so as to affirmatively further fair housing.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.

Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Contracts over \$100,000)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and

training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

15. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793) (Contracts over \$10,000).

- A. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified.
- B. Contractor will take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. Contractor will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- E. Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- F. Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- G. Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

16. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

17. AGE DISCRIMINATION ACT OF 1975.

Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**18. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Contracts over \$100,000)**

Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt contractors and Subcontractors shall furnish to the owner, the following:

- A. A stipulation by Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports

and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

19. ENERGY EFFICIENCY.

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Colorado state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

20. LABOR LAWS.

Should it be determined the City's MHRP activities require compliance with federal labor standards: Davis-Bacon Act as amended (40 U.S.C. 276a to a-7), etc. - the Respondent is to contact the City's CDBG Office for information regarding federal labor standards compliance. The Respondent shall comply with all applicable federal labor standards.

21. ANTI-KICKBACK RULES.

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

22. ASSIGNABILITY.

Contractors shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City, provided that claims for money due or to become due to Contractor from the City 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 City.

23. CHANGES.

The City may, from time to time, request changes in the scope of the services of Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the

City and the Contractor, shall be incorporated in written and executed amendments to this Contract.

24. LOBBYING (Contracts over \$100,000)

Contractor certifies, to the best of its knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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.
- B. If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in any subcontract.
- D. 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 entering into this transaction imposed by Section 1352, Title 31, of the US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. POLITICAL ACTIVITY.

Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits the political activity of employees.

26. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET.

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

27. SBE/MBE/WBE CONTRACTING.

Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible in the performance of this contract. Affirmative steps shall include any of those identified in 24 CFR 570.506-7; 2 CFR 200.321 and 509.

28. BOOKKEEPING, ACCOUNTING AND PROCUREMENT REQUIREMENTS.

All Subcontractor procurement and all costs under the Agreement are governed by the Office of Management and Budget (OMB) Super Circular and 2 CFR 200, as applicable. All costs incurred by the Contractor using monies under this Agreement must be reasonable and related

clearly to the specific purposes and end product of the Agreement. To be eligible for reimbursement, expenditures must: (A) Be fully documented; (B) Be necessary and reasonable for proper and efficient performance of the contractual requirements and in accordance with the approved budget; (C) Be no more liberal than policies, procedures and practices applied uniformly to activities of the City, both Federally assisted and non-Federally assisted; (D) Not be allocable to, or included as a cost of any other Federally financed program; (E) Be net of all applicable credits, such as purchase discounts, rebates or allowances, sales of publications or Materials, or other income or refunds.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this contract (whether set forth in law, regulation, rule, or executive order) shall be deemed to be inserted in this contract and the contract shall be read and enforced as though it were included in this contract, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party the contract shall be amended to make such insertion or correction.

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Community Development Block Grant Program

MHRP On-Site Monitoring Checklist

Last Updated November 29, 2018

<input type="checkbox"/> Contractor	_____
<input type="checkbox"/> Project Name/Agreement Date	_____
<input type="checkbox"/> Program Administration Director	_____
<input type="checkbox"/> MHRP Project Manager	_____
<input type="checkbox"/> In-house review and general oversight conducted on	_____
<input type="checkbox"/> On-site monitoring visit conducted on	_____
<input type="checkbox"/> Monitoring letter sent on	_____
<input type="checkbox"/> Follow-up monitoring visit conducted/letter sent on	_____

A. National Objective and Eligibility

1. Which National Objective does this project meet (CFR 570.208)?

- ☐ Benefit to Low- and Moderate-Income Persons
- ☐ Low/Mod Area Benefit
- ☐ Limited Clientele Benefit
- ☐ Low/Mod Housing Benefit
- ☐ Job Creation or Retention

Aid in the Prevention or Elimination of Slums or Blight

- ☐ On an Area Basis
- ☐ On a Spot Basis

An Urgent Need

- ☐ Needs having a Particular Urgency

2. Which eligibility category does the project meet? (570.201-6)?

B. Conformance to the Agreement

- Contract Scope of Services – Is the full scope of services listed in the Agreement being undertaken? List any deviation.
- Levels of Accomplishments –

Compare actual accomplishments at the point of monitoring with planned accomplishments. Is the project achieving the expected levels of performance (number of persons served, number of units rehabbed, etc.) and reaching the intended client group? Explain any problem the subrecipient may be experiencing. **Acknowledge major accomplishments.**
- Time of Performance

Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Agreement)? Explain.
- Budget

Compare actual expenditures versus planned expenditures. Note any discrepancies or possible deviations.

- Requests for Payment

Are requests for payment being submitted in a timely manner and are they consistent with the level of work accomplished? Is program income properly accounted for and recorded? Explain.

- Progress Reports

Have progress reports been submitted with payment requests (where required) on time and were they complete and accurate?

- Special Conditions

Does the project conform to any special terms and conditions included in the Agreement? Explain.

C. Record-Keeping Systems (CFR 570.506)

Records should demonstrate that each activity undertaken meets the criteria for National Objectives compliance. Such records should be found in both the grantee's project file and the subrecipient file.

- Filing System

Are the Contractor's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.

- Documentation (activities, costs and beneficiaries)

Do the HCD project file and subrecipient records have the necessary documentation supporting the National Objective being met, eligibility, and program costs as they relate to 570.506?

- CAPER

Do the project files support the data the subrecipient has provided for the CAPER?

- Record Retention

Is there a process for determining which records need to be retained and for how long?

- Site Visit (where applicable)

Is the information revealed by a site visit consistent with the records maintained by the subrecipient and with data previously provided to the grantee? Explain any discrepancies.

- Project Management

Is the project manager located on-site and running the day-to-day operations? Do the staff seem fully informed about program requirements and project expectations? Explain.

- Accomplishments

Is the project accomplishing what it was designed to do? Explain any problems.

D. Case File Reviews

Unit Information	Unit 1	Unit 2	Unit 3
Type of Unit?			
Single Family			
Modular/Manufactures/Mobile Home			
Condo/Townhome			
Other:			
Were other home service organizations utilized this project?	Yes No	Yes No	Yes No
How was the ownership of the unit verified?			
Did the homeowner receive a lead-based paint informational brochure?	Yes No	Yes No	Yes No
What were the total CDBG funds spent on the unit?			
Were any other funds spent on the project?			
How many people live in the unit?			
What was the total household income?			
How was the total household income verified?			
How did they hear about the MHRP?			
What were the needs of the unit?	Health Safety Access Energy Eff. Other	Health Safety Access Energy Eff. Other	Health Safety Access Energy Eff. Other
Was the work write-up approved by the homeowner(s)?	Yes No	Yes No	Yes No
Was the homeowner notified of the rehabilitation schedule?	Yes No	Yes No	Yes No
Were the appropriate permits pulled?	Yes No	Yes No	Yes No
Did the Contractor take before & after photos?	Yes No	Yes No	Yes No
Was a lead inspection report necessary?	Yes No	Yes No	Yes No
If so was lead detected?	Yes No	Yes No	Yes No
Explain the resulting actions:			
Were there other tests for hazardous materials?	Yes No	Yes No	Yes No
If Yes, explain...			
Was any relocation necessary?	Yes No	Yes No	Yes No
If Yes, were the proper benefits provided?	Yes No	Yes No	Yes No
Was the work completed according to the work write-up?	Yes No	Yes No	Yes No
Did the Project Performance Report get submitted?	Yes No	Yes No	Yes No
Did the Reimbursement Form get submitted?	Yes No	Yes No	Yes No
Did the owner sign-off on the completion of the project?	Yes No	Yes No	Yes No

E. Financial Management Systems [2 CFR 200 Subpart D]

- Systems for Internal Control – Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets?
- Components of a Financial Management System – Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Note any discrepancies.
- Accounting – Compare the latest performance report, drawdown requests, bank records, payroll records, receipts/disbursements, etc. Note any discrepancies.
- Eligible, Allocable, and Reasonable Costs – See OMB Circulars A-87, A-122. Pay particular attention to the time distribution records where the subrecipient has employees who work on both CDBG and non-CDBG funded activities. Note any discrepancies.
- Cash Management/Drawdown Procedures – See Treasury Circular 1075, and 2 CFR 200.305.

Has all cash been promptly drawn down and deposited? Are all drawdowns of Federal funds properly recorded? Note any discrepancies.
- Management of Program Income – If the subrecipient generates program income, refer to 570.504 and the Agreement about its use. Note any discrepancies.
- IPA Audit Reports/Follow-up – (2 CFR 200 Subpart F)

Determine if the subrecipient has expended \$500,000 or more in Federal funds for the subject program year.

IPA Audit Required Yes_____No_____ Date Conducted

Any findings related to CDBG activity? Status? Explain.

- Maintenance of Source Documentation – (2 CFR 200 Subpart F) Note any discrepancies in sample records, invoices, vouchers and time records traced through the system.
- Budget Control – Do actual expenditures match the line item budget? Refer to 2 CFR 200.302. Note any discrepancies.

F. Insurance

- Has the subrecipient submitted a current copy of its Certificate of Insurance?
- Is the City named as an additional insured?

G. Procurement

- Procurement Procedures – Did the procedures the Contractor used for subrecipient procurement of goods and services meet CDBG requirements? Review a sample number of procurements.
- Conflict of Interest – How does the subrecipient assure there was no conflict of interest, real or apparent? Review the process and comment.

H. Non-Discrimination and Actions to Further Fair Housing

- Equal Employment Opportunity – Refer to 570.506, 601 and 602. Note any deficiencies.
- Section 3 – Opportunities for Training and Employment for Local Residents – Refer to 570.506(g)(5) and 570.607(a) (affirmative action). Note any deficiencies.
- Fair Housing Compliance – Refer to 570.904 and 570.601(b). Note any deficiencies.
- Requirements for Disabled Persons – Refer to 24 CFR 570.904. Note any concerns.

- Women and Minority Business Enterprises – Refer to 570.506(g), 5.36(e), and 2 CFR 200.321, affirmative steps documentation. Note any concerns.

I. Conclusion and Follow-up

- Is the Contractor meeting the terms of the Agreement and HUD regulations? Discuss both positive conclusions and any weaknesses identified.
- Identify any follow-up measures to be taken by the grantee and/or the subrecipient as a result of this monitoring review.
 - List the required schedule for implementing corrective actions or making improvements.
 - List the schedule for any needed technical assistance or training and identify when and who will provide the training.

Project Monitor

Date

Reimbursement Request & Progress Report

This entire Excel worksheet will be given to the Contractor by the City.

Sample Page

City of Commerce City, Colorado

Community Development Block Grant

Reimbursement Request & Progress Report

Activity Reimbursement Request Number 1

Subgrantee: _____

Activity Name: Minor Home Repair Program

Contact Person: _____

Date of Request: _____ P/Y: 2019

For Commerce City's CDBE Office Use Only:

HUD Matrix Code _____

Please attach all invoices and all evidence of payment. In certain cases you may be asked to provide additional source documentation.

Summary of items included in this Reimbursement Request:

	Date of Expenditure	Description	Amount	Name of Contractor/Subcontractor
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
		Total Activity Expenditures:	\$ -	

Exhibit F

Budget Description	\$ Amount
Line 1: Original 2019 MHRP Budget	\$ 170,000.00
Line 2: Net Budget Amendments	\$ -
Line 3: Amended Budget (Line 1 + 2)	\$ 170,000.00
Line 4: Previous Expenditures to date	
Line 5: Amount Available for Reimbursement (Line 3 - 4)	\$ 170,000.00
Line 6: Amount of Reimbursement Request	\$ -
Line 7: Total Expenditures to date after Reimbursement (Line 4 + 6)	\$ -
Line 8: 2019 MHRP Program Balance (Line 3 - Line 7)	\$ 170,000.00

Description of Project Status and Accomplishments:

Note: This cell will expand as you type in your information.

By signing and submitting this Reimbursement Request, I certify the above information is correct and the amount requested is not in excess of current expenses. Furthermore, the amount requested is in compliance with allowable expenses as stated in 2 CFR Part 200 Subparts B and E, as applicable.

X

Signature

Date

Title

For Commerce City CDBG Staff Use Only:

- _____ These expenses are approved in project's line item budget
- _____ Contractor's and City's balances match
- _____ **ALL** source documentation is attached
- _____ Calculations are accurate
- _____ Reports are current
- _____ Expenditures are in compliance with 2 CFR 200

Approved for payment: _____

Date: _____

Community Development Block Grant Program

Contractor MRHP Project Fee Schedule

The following MHRP Project Fee Schedule provides the approved breakdowns of activities and costs for reimbursement on a per MHRP Project basis. Cost estimates shall be based on calculations from the Contractor. Additions to the activities in the fee schedule or adjustments to the line items may be proposed but the total project costs may not exceed \$7,500 per MHRP Project, plus permits and Use Tax Fees.

Individual MHRP Project Fee Schedule			
#	Activity Description	Unit	Unit Price
1.	Skilled Labor: labor, staging, prep and clean-up	Hourly	
2.	Seasonal/Other Labor: labor, staging, prep, and clean-up	Hourly	
3.	Project Management: homeowner contacts, on-site inspections, work write-up, cost estimates, City dealings, project coordination, site plans, project management/supervision, time associated with building permits and inspections	Hourly	
4.	Volunteer Insurance – for volunteer projects only	Each	
5.	Supplier Materials. Materials purchased from suppliers with invoices	Each	
6.	In-house Materials. Materials take from Contractor/Subcontractor's inventory	Each	
7.	Mileage. Transportation of staff and materials to the job site	Per mile	
8.	Hazardous Materials: fee for time, testing kits, documentation and remediation	Each	
9.	Subcontractors: electrician, plumber, HVAC, roofers, as needed	Each	
10.	Permit & Use Tax Fees: fees for permits & taxes pulled through the City to complete the work, as necessary	Each	Billed in addition to the total project cost.
Total project costs (lines 1-9), plus permits and Use Tax fees (line 10). \$ _____			

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

MHRP Fixed Administrative Fees

For Each MHRP Project

The City requests administrative fees separate from the individual MHRP Project costs, in the form of an average fixed fee - per completed MHRP Project. The fixed fee per MHRP Administration Fee shall be calculated on **an estimated per home rehabilitation basis and should be billed in addition to each MHRP Project costs**. The fee shall comply with *Activity Delivery Costs* guidelines per CDBG regulations.

The fixed MHRP Administration Fee description should include:

- all administration staff hourly rates, including eligible benefits, broken down by position;
- recordkeeping costs;
- CDBG reporting costs;
- and general administrative costs (including outreach, all application reviews, and meetings with the City and others).

The fixed MHRP Administrative Fee, shall not exceed 10% of the total CDBG Program Year contract amount to the MHRP. No other costs, separate from the administrative fees listed above and MHRP Project fees listed in Exhibit G, will be accepted by the City.

Contractor's fixed, per MHRP Project, Administration Fee:

\$ (See the Table Below)

Contractor's itemized breakdown of all administrative costs:

2019 MHRP Fixed Administrative Fee Schedule				
#	Detailed Description	Cost	Est #	Per MHRP Project
1.	Position 1: Housing Specialist			
2.	Position 2: Compliance Manager			
3.	Supplies & Materials: (list) <ul style="list-style-type: none"> • Postage \$200 • Paper, ink, printing \$622 (Billed at cost) 			
4.	Outreach Efforts:			
5.	Administration Meetings:			
6.	Application Reviews:			
7.	Environmental Tier 2 Assistance:			
8.	Mileage			
9.	CDBG Administration Overhead: (list) <ul style="list-style-type: none"> • Audit • Insurance • Licenses • Vehicles • Phone • Internet • Utilities • Accounting/Bookkeeping 			
Total Fixed Administration Cost per 2019 MHRP Project				\$

Based on the following assumptions:

- 2019 CDBG MHRP Reimbursable Administration Fees = \$12,000
- 20 homes will be assisted
- \$_____ in administration fees per unit

HUD LMI Income Limits - 2019

Commerce City LMI Guidelines

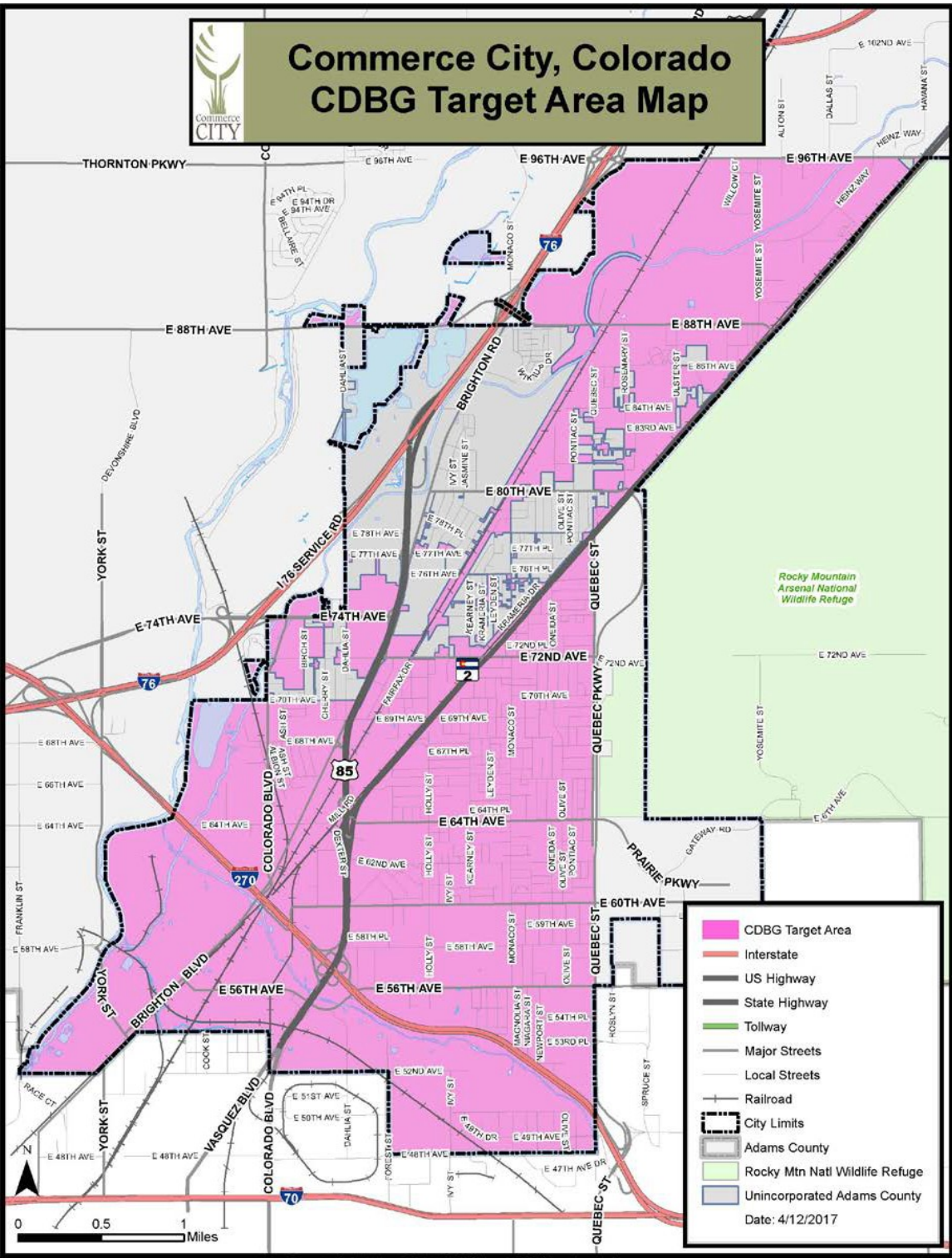
2019

In 2019, the Denver Area's Medium Family Income was \$ 92,800 for a family of four. The Community Development Block Grant (CDBG) program focuses on assisting low- and moderate-income (LMI) persons and households.

The following table provides the current income limits for Commerce City households to be served by the CDBG program.

April 2019	Persons in Household							
LMI	1	2	3	4	5	6	7	8
Moderate	52,000	59,400	66,850	74,250	80,200	86,150	92,100	98,050
Low (50%)	32,500	37,150	41,800	46,400	50,150	53,850	57,550	61,250
Very Low	19,500	22,300	25,100	27,850	30,100	32,350	34,550	36,800

2019 Denver-Aurora-Lakewood, CO Denver Metro Service Area
HUD Exchange – June 28, 2019



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Performance Report Form

Individual MHRP Project

*Last Updated November 29, 2018***Today's Date:****Form Completed by:****Address of Project:****Homeowners:****Head of Household:****Total Household Income:** \$**Income Level:** VLI LI MI**Project Completion Date:****Type of Home:**

- ☐ Single-Family
☐ Manufactured/Mobile Home
☐ Condo/Townhome
☐ Other:

For this MHRP Project, please fill in the data below:

People (total in household) assisted:

Amount of CDBG Funds obligated (include Admin Fee): \$

ALL CDBG Projects to date:

Running total of number of people (total in household) assisted:

Running total amount of CDBG funds obligated (include Admin Fees)? \$

For this MHRP Project, please fill in the data below:

Female head of household? _____

Members of the household with a disability? _____

Number of people assisted 62 or older? _____

Units Moved from Substandard to Standard (HQS or Local Code) _____

Section 504 Accessible Units _____

Units qualified as Energy Star _____

For this MHRP Project, please fill in the data below:

Number of Hispanic or Latinos assisted? _____

Number of Non-Hispanic or Latinos assisted? _____

For this MHRP Project, please fill in the data below:

Number of Whites assisted? _____

Number of Black/African Americans assisted? _____

Asians assisted? _____

Asian & Whites assisted? _____

Black/African American & Whites assisted? _____

American Indian/Alaskan Natives assisted? _____

Native Hawaiian/Other Pacific Islanders assisted? _____

American Indian/Alaskan Native & Whites assisted? _____

American Indian/Alaskan Native & Black/African Americans assisted? _____

Other Multi-racial persons assisted? _____

Applicable Household Lead Paint Requirement:

Housing constructed before 1978: _____

Exempt: housing constructed 1978 or later _____

Exempt: Hard costs <= \$5,000 _____

Otherwise exempt: _____

Lead Hazard Remediation Actions Taken: (For rehabilitation only)

Lead Safe Work Practices (24 CFR 35.930(b)) (Hard costs <= \$5,000) _____

Interim Controls or Standard Practices (24 CFR 35.930(c)) _____

(Hard costs \$5,000 - \$25,000)

Abatement (24 CFR 35.930(d)) (Hard costs >\$25,000) total _____

Unit brought into compliance with Lead Safety Rules? _____

(24 CFR Part 35)

Income/Number in Household Chart:

(Circle the appropriate cell)

Based on 2019 Denver Area Median Income				
# in Your Household	Income Range \$	Income Range \$	Income Range \$	Income Range \$
1	0 – 19,500	19,501 – 32,500	32,501 – 52,000	52,001+
2	0 – 22,300	22,301 – 37,150	37,151 – 59,400	59,401+
3	0 – 25,100	25,101 – 41,800	41,801 – 66,850	66,851 +
4	0 – 27,850	27,851 – 46,400	46,401 – 74,250	74,251 +
5	0 – 30,100	30,101 – 50,150	50,151 – 80,200	80,201 +
6	0 – 32,350	32,351 – 53,850	53,851 – 86,150	86,151 +
7	0 – 34,550	34,551 – 57,550	57,551 – 92,100	92,101 +
8	0 – 36,800	36,801 – 61,250	61,251 – 98,050	98,051 +

Notes on this project:

I hereby certify the information on this form is accurate and complete. I understand this application may be subject to further verification the City of Commerce City, or the U.S. Department of Housing and Urban Development.

I, therefore, verify the information provided and will provide supporting documents.

Signature: _____ Date: _____

Name/Title: _____
(Please Print)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Program Completion Report

MHRP Project Year

Last Updated November 29, 2018

Date:

Project Name:

Program Year:

**Total Grant Funds
Received:**

Grant Number:

Contact Person:

Phone Number:

E-mail:

You may attach documents if additional space is needed.

1. Project description:

2. Accomplishments

A. Describe in detail **actual, unduplicated** accomplishments:

B. How do these compare to the proposed accomplishments?

C. Describe the outcome of this project (who benefited and how):

D. Were 2019 Annual Action Plan goals met (see Scope of Services) If not please explain. What were the impacts to the community?

E. Are there any remaining actions? If yes, please explain what remains to be done and supply the anticipated date of completion?

3. National Objective:

Check which National objective was served:

- ☐ Benefit to low and/or moderate-income persons
- ☐ Prevention or elimination of slum/blight, or
- ☐ Urgent need

4. Were the project timelines met? If not please explain:

Planned Start:_____ Planned Completion: _____

Actual Start Date:_____ Completion Date: _____

5. Race/Ethnicity:
Summary of benefits to minority persons (indicate the number of beneficiaries in each group).

Summary of Persons Benefiting:

Total number of persons benefiting: Hispanic _____
Non-Hispanic _____

Summary of Persons Benefiting:

	Number	% of Total
Total number of persons benefiting:	_____	100%
White:	_____	_____
Black/African American:	_____	_____
Asian:	_____	_____
American Indian/Alaskan Native:	_____	_____
Native Hawaiian/ Other Pacific Islander:	_____	_____
Black/African American & White:	_____	_____
Asian & White:	_____	_____
American Indian/Alaskan Native & White:	_____	_____
Native Hawaiian/Pacific Islander & White:	_____	_____
American Indian/Alaskan Native & Black:	_____	_____
Other Multi-Racial:	_____	_____

6. Other Required Data

Summary of Persons Benefiting:

	Number	% of Total
Total number of persons benefiting:	_____	100%
At Risk of Homeless:	_____	_____
Female-Headed Households:	_____	_____
Children Exposed to Domestic Abuse:	_____	_____
Elderly (62+):	_____	_____

Persons with Physical Disabilities:	_____	_____
Victims of Domestic Violence:	_____	100%
Large Families (5 or more members):	_____	_____

Unit Summary Information	Number	% of Total
Units Moved from Substandard to Standard (HQS or Local Code)	_____	_____
Section 504 Accessible Units	_____	_____
Units qualified as Energy Star	_____	_____

7. Lead-based Paint:

Applicable Lead Paint Requirement:

Housing constructed before 1978:	_____
Exempt: housing constructed 1978 or later	_____
Exempt: Hard costs <= \$5,000	_____
Otherwise exempt:	_____

Lead Hazard Remediation Actions: (For rehabilitation only)

Lead Safe Work Practices (24 CFR 35.930(b)) (Hard costs <= \$5,000)	_____
Interim Controls or Standard Practices (24 CFR 35.930(c)) (Hard costs \$5,000 - \$25,000)	_____
Abatement (24 CFR 35.930(d)) (Hard costs >\$25,000)	_____
Total	_____

Number of units brought into compliance with Lead Safety Rules (24 CFR Part 35) _____

8. Income Summaries

Fill in each cell's blank lines with total numbers of individuals assisted.

Based on 2019 Denver Area Median Income				
# in Your Household	Income Range \$	Income Range \$	Income Range \$	Income Range \$
1	0 – 19,500 _____	19,501 – 32,500 _____	32,501 – 52,000 _____	52,001+ Not Eligible
2	0 – 22,300 _____	22,301 – 37,150 _____	37,151 – 59,400 _____	59,401+ Not Eligible
3	0 – 25,100 _____	25,101 – 41,800 _____	41,801 – 66,850 _____	66,851 + Not Eligible
4	0 – 27,850 _____	27,851 – 46,400 _____	46,401 – 74,250 _____	74,251 + Not Eligible
5	0 – 30,100 _____	30,101 – 50,150 _____	50,151 – 80,200 _____	80,201 + Not Eligible
6	0 – 32,350 _____	32,351 – 53,850 _____	53,851 – 86,150 _____	86,151 + Not Eligible
7	0 – 34,550 _____	34,551 – 57,550 _____	57,551 – 92,100 _____	92,101 + Not Eligible
8	0 – 36,800 _____	36,801 – 61,250 _____	61,251 – 98,050 _____	98,051 + Not Eligible

9. Activity Budget:

Total CDBG Allocation:	\$ _____
Other Funds Allocated:	\$ _____
ACTIVITY TOTAL	\$ _____
Total Expenditures Made:	\$ _____
Remaining Balance**:	\$ _____

***Remaining Balances revert back to the CDBG Office and are not carried forward except as specified in written agreement.*

10. Please provide a description, documentation, and the dollar amount of leveraged funds (including in-kind) expended during the project timeframe.
11. If applicable, please provide a description and the dollar amount of program income received to-date, this does not include grant reimbursements.
12. Please discuss your efforts to encourage fair housing, equal employment, and/or business opportunities for minority and women owned businesses through the expenditure of CDBG dollars.
13. Feel free to attach photographs, press releases, news stories or other information pertaining to this project.

SUBRECIPIENT CERTIFICATIONS:

As the Contractor Designee, I certify that:

1. All project activities (including all related construction/rehabilitation activities) have been completed, except for certain required administrative activities;
2. The results/objectives specified in the Agreement have been achieved;
3. All costs to be paid with CDBG funds have been incurred with the exception of any administrative costs related to project close-out (including audit costs) and any unsettled third party claims;
4. The information contained in this report is accurate to the best of my knowledge;
5. All records related to grant activities are available on request and will be available for five (5) years after project close-out; and,
6. CDBG funds were not used to reduce the level of local financial support for the activities specified in the Agreement.

Signature

Title

Please Print Name

Date

Record Keeping

The Contractor shall follow the Agreement stipulations for record keeping. In addition to these requirements, please see the CDBG Guide to National Objective and Eligible Activities for Entitlement Communities for a list of the records to be maintained for each project. This document can be found online at:

<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>

For projects that must fulfill the national objective of low-to-moderate income activities, HUD national objective (24CFR 570.208), the contractor must collect data on recipients of the grant funds showing they are low-to-moderate income households. The income limitations are set by HUD annually and the City will be responsible for updating the income eligibility criteria and providing it to the Contractor.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

MHRP Homeowner Approval Form

Last Updated November 29, 2018

Homeowner(s): _____

Project Address: _____

MHRP Contractor/Project Manager: _____

Initial Work Write-up with Cost Estimates

Today's date: _____

Date of on-site home inspection(s): _____

Was the *Work Plan Write-up* explained fully? Yes No

Where your questions answered to your satisfaction? Yes No

If not, what questions do you still have?

Do you agree with the Contractor's Work Plan? Yes No

If not, what is the disagreement?

Did you receive a repair timeline? Yes No

Do you understand who will be working on your home? Yes No

Comments:

I _____ accept and approve of the provided Work Plan for the Commerce City's MHRP, dated _____, to rehabilitate my home.

Signature

Date

Project Completion Agreement

Today's date:

Were all of the tasks on the Work Plan completed?

Yes

No

If not, what was not completed?

Was the project completed in the estimated
timeframe?

Yes

No

Was the work completed to your satisfaction?

Yes

No

Was the clean-up completed to your satisfaction?

Yes

No

On a scale of 1 to 10 , ten being the best, how
satisfied are you with the work performed on your
home?

Comments:

I _____ accept and agree that the Commerce City MHRP
rehabilitation project is complete. I understand all rehabilitation work and clean-up efforts
are concluded.

Signature

Date



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Home Repair Projects

Site Specific Environmental Review Checklist (Tier 2)

Last Revised May 2, 2019

Date of Tier 2 Site Specific Review	
Owner's Name(s)	
Project Address	Commerce City, CO
HUD CDBG Grant Number (Check one)	<input type="checkbox"/> B-19-MC-08-0016 (2019 AAP) <input type="checkbox"/> B-20-MC-08-0016 (2020 AAP)
Grantee Name	City of Commerce City, CO
Program	<input type="checkbox"/> C3 Minor Home Repair Program <input type="checkbox"/> Paint-a-Thon - BRI <input type="checkbox"/> Arapahoe County Weatherization
General Program Description	<input type="checkbox"/> Minor Home Repairs <input type="checkbox"/> Energy Efficiency Measures <input type="checkbox"/> Exterior House Painting and/or Area Clean-up
Estimated CDBG Funding for Project	\$ 7,500 Labor and Materials \$ Admin \$ 153 Permit \$ 203 User Tax \$ 100 Plan Check = \$ Total CDBG
Year Built Per County Records	
Date of Tier 1 ER: 2/12/19	Home Repair Programs (HRPs)
Previously Cleared Environmental Classifications at the Tier 1 Level	<input checked="" type="checkbox"/> Airport Hazards <input checked="" type="checkbox"/> Coastal Barrier Resources <input checked="" type="checkbox"/> Air Quality <input checked="" type="checkbox"/> Coastal Zone Management <input checked="" type="checkbox"/> Endangered Species <input checked="" type="checkbox"/> Explosive and Flammable Hazards <input checked="" type="checkbox"/> Farmland Protection <input checked="" type="checkbox"/> Noise Abatement and Control <input checked="" type="checkbox"/> Sole Source Aquifers <input checked="" type="checkbox"/> Wetland Protection <input checked="" type="checkbox"/> Wild and Scenic Rivers

Detailed Description of Project (Site) Activities

Floodplain Management and Flood Insurance

(E.O. 11988 and 24 CFR Part 55)

Is any part of the property within a 100-year floodplain?

☐ Yes ☐ No

If "No," FEMA Map Panel Number: _____
Date of Panel? _____

Compliance with this section is complete

If "Yes," provide proof of flood insurance. Flood Insurance with the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR. The project may not proceed without proof of flood insurance.

Compliance with this section is complete

ATTACH SUPPORTING MAPS AND DOCUMENTS

Historic Preservation

(36 CFR Part 800)

Per the City's Programmatic Agreement with SHPO, is the project exempt from SHPO/THPO consultation? ☐ Yes ☐ No

If "Yes," indicate all exemptions for each HRP project activity:
(Per 2019 Programmatic Agreement with the SHPO)

General: (pg. 4)

- ☐ Building is less than 50 years old
- ☐ Projects on buildings fifty years or older but that have been determined by the SHPO within the past five years (as of the date listed above) as not eligible for the National Register of Historic Places

- ☐ Projects not affecting the exterior of a building or site work located in listed or determined National Register-eligible historic districts will follow consultation stipulated in 36 CFR 800.

Site work - Cite all the appropriate exemptions from the Programmatic Agreement (pp. 4-7)

- | | |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> A.2. _____ | <input type="checkbox"/> A.2. _____ |
| <input type="checkbox"/> A.2. _____ | <input type="checkbox"/> A.2. _____ |
| <input type="checkbox"/> A.2. _____ | <input type="checkbox"/> A.2. _____ |
| <input type="checkbox"/> A.2. _____ | <input type="checkbox"/> A.2. _____ |

Exterior Rehabilitation - Cite all the appropriate exemptions from the Programmatic Agreement (pp. 7-9)

- | | |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> A.3. _____ | <input type="checkbox"/> A.3. _____ |
| <input type="checkbox"/> A.3. _____ | <input type="checkbox"/> A.3. _____ |
| <input type="checkbox"/> A.3. _____ | <input type="checkbox"/> A.3. _____ |
| <input type="checkbox"/> A.3. _____ | <input type="checkbox"/> A.3. _____ |

Interior Rehabilitation - Cite all the appropriate exemptions from the Programmatic Agreement (pp. 9-10)

- | | |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> A.4. _____ | <input type="checkbox"/> A.4. _____ |
| <input type="checkbox"/> A.4. _____ | <input type="checkbox"/> A.4. _____ |
| <input type="checkbox"/> A.4. _____ | <input type="checkbox"/> A.4. _____ |
| <input type="checkbox"/> A.4. _____ | <input type="checkbox"/> A.4. _____ |

Compliance with this section is complete

If the project is **not exempt**, the City must request consultation with the SHPO. The consultation materials must include the following:

- ☐ Architectural Inventory Form (OAHF 1403)
- ☐ Attach a site specific review with a locational map and exterior photographs of the building and neighborhood (street elevations)
- ☐ Send a letter to SHPO with project summary. Sent: _____
- ☐ Allow 30 days for SHPO to respond. 30 days ends on: _____
 - Response received on: _____

Did the preparation of the Architectural Inventory Form result in a Determination of 'No Historic Properties Effected'? ☐ Yes ☐ No

Exhibit O

Did the SHPO concur with the determination?
Date of concurrence (attach documentation):

☐ Yes ☐ No

Compliance with this section is complete

If "No," provide a summary of any mitigation required to resolve potentially adverse effects below:

Per HUD Notice CPD 12-006, projects requiring SHPO consultation do not necessarily require Tribal consultation. Refer to HUD's checklist "When to Consult with Tribes under Section 106."

Is Tribal consultation required?

☐ Yes ☐ No

If "Yes," consult with the City's CDBG Office.

ATTACH SUPPORTING MAPS AND DOCUMENTS

Contamination and Toxic Substances:

Are all of the project's activities classified as a Maintenance Activity per **Notice CPD-16-02 Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58**.

☐ Yes ☐ No

If "Yes," the project does not affect the environment and does not require compliance and is exempt from this section of review.

Compliance with this section is complete

If "No" prepare a study of the project site using the EPA's NEPAassist tool located at the following link: <http://nepassisttool.epa.gov/nepassist/entry.aspx>

Is the project within **3,000 feet** of any sites listed in the following EPA databases?

- Hazardous Waste (RCRAInfo) ☐ Yes ☐ No
- Superfund Locations (NPL) ☐ Yes ☐ No

Exhibit O

- Brownfields (ACRES) ☐ Yes ☐ No
- Leaking Underground Storage Tank (LUST) ☐ Yes ☐ No
(Link to: <https://www.colorado.gov/pacific/ops/PetroleumMaps>)

If “Yes,” print the NEPAssist report and review the Enforcement and Compliance History Online (ECHO) reports for each facility.

Are all facilities currently in compliance? ☐ Yes ☐ No

If “Yes,” include the NEPAssist map and ECHO report in the project file.

Compliance with this section is complete

If “No,” print the applicable ECHO reports and consult with the city’s CDBG Office for additional Environmental Review.

ATTACH SUPPORTING MAPS AND DOCUMENTS

Environmental Justice

Were any adverse environmental impacts identified in any other compliance review sections of this HRP project’s environmental review? ☐ Yes ☐ No

If “No” include the evidence proving the site has no adverse impacts.

Compliance with this section is complete

If “Yes”, describe what adverse environmental impact will take place:

If “Yes”, are these adverse environmental impacts disproportionately high to low income & minority persons? ☐ Yes ☐ No

If “No” include evidence the project is not in an environmental justice community of concern (demographics, income, etc.) and/or evidence that the project does not disproportionately affect a low-income or minority population.

Compliance with this section is complete

Exhibit O

If "Yes," indicate which community will be disproportionately impacted:

- ☐ Low Income (60% AMI)
☐ Racial Minority _____

If "Yes", can the adverse impacts be mitigated? ☐ Yes ☐ No

If "Yes", the adverse impacts should be mitigated. Contact the City's CDBG Office for mitigation requirements and meaningful involvement of homeowners and other appropriate interested parties in the community.

If "No", the project cannot proceed.

For the City:

If "Yes", explain how and when the adverse impacts will be mitigated to comply with the environmental requirements.

Signatures

Preparer's Name/Title:	
Preparer's Signature:	
Preparer's Phone Number:	
Date Completed:	
Enter into ER Log for SHPO	
Summary of Follow-up Mitigation Required:	
Date Mitigation Completed:	
Reviewer's Name/Title:	City of Commerce City, CO Cheryl Steinberg, CDBG Coordinator
Date Reviewed:	
Reviewer's Signature:	

Supporting Documentation

List all attached supporting documentation below

1. NEPAssist Report dated:
2. FIRMette dated: or FEMA Map Panel #:
3. ECHO Detailed Facility Report dated:
4. ECHO Detailed Facility Report dated:
5. Leaking Underground Storage Tank - Petroleum Event Map/Open Event Report
6. Property Data from City/County
- 7.

Estimated MHRP Monthly Outcomes

The table below provides a guide to measure the progress of the 2019 MHRP. This table has been reviewed by both the City and the Contractor and they have agreed upon the month-to-month goals. Failure to meet these goals does not constitute a Breach of Contract. Rather it provides benchmarks to measure the Program's success, performance, and timeliness.

Goals	Outcomes	By the End Of...
Tier One Environmental Completed Hire MHRP Contractor Execute Agreement Hold Kick-off Meeting Complete Form and Document Revisions/Development Outreach to City Residents		October – December 2019
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Continue Outreach	4 3 2 On-going	January 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	3 3 2 1	February 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	4 3 2 2	March 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	3 3 2 2	April 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	3 2 3 2	May 2020
Process Applications	3	June 2020

Exhibit P

Goals	Outcomes	By the End Of...
Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	2 1 2	
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	4 2 3 2	July 2020
Extend Contract to add-in 2020 MHRP Program? Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	4 2 2 2	August 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	4 2 2 2	September 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	4 2 2 2	October 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	2 2 1 2	November 2020
Process Applications Complete Tier 2 – Notices to Proceed Meet with Home Owners Home Rehabilitation Complete	2 1 - 1	December 2020
2019 MHRP Project Close-out		January –March 2021
Estimated Conclusion of 2019 MHRP Funding	40 Processed Apps 27 Tier 2s 22 Home Owner Meetings 20 Rehabs	

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)



CDBG Reporting Schedule

Contractors, Subrecipients and Interdepartmental Agreements

Program Year Quarter	Reporting Period	Reports Due By
1 st Quarter	10/01 - 12/31	January 15 th
2 nd Quarter	1/01 - 3/31	April 15 th
3 rd Quarter	4/01 - 7/31	August 15 th
4 th Quarter	7/01 - 9/30	October 15 th

Due Monthly:

Program Income Report, *if applicable*

Reimbursement Request, *as needed*

Due Quarterly:

Reimbursement Request/Financial Status Report

Quarterly Report

Program Income Report, *if applicable*

Due Annually:

Annual Narrative, *due for multi-year projects and project granted time extensions*

Project Close-out Report/Completion Report/Final Reimbursement Request, *due once all grant funds have been expended or grant term expires.*

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

MHRP Contractor's List

Key Personnel and Subcontractors

KEY PERSONNEL

LEAD-BASED PAINT AND OTHER HAZARDOUS MATERIALS (STAFF & SUBCONTRACTORS)

SUBCONTRACTORS