

UTAH

COMMUNITY DEVELOPMENT BLOCK GRANT



2016
GRANTEE HANDBOOK



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

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

2016 CDBG Project Checklist

- Attend CDBG Grantee Workshop – **04/27/2016** – DWS/Admin North Office/SLC
- Publish/Hold 2nd Public Hearing – Prior to **05/31/2016** – Use correct templates!
- Begin preparing HUD Environmental Review Record (ERR) in WebGrants
- Edit CDBG Application (add 2nd public hearing info) – Submit by **05/31/2016**
(Be sure to attach complete signed copy of application to “General Information”)
- When notified, print contract from WebGrants – Sign/Return 3 copies – June/July 2016
- Set up project files (application/contract/construction/procurement, etc) – July 2016
- Submit Environmental Review in WebGrants – Receive Clearance – Prior to Sept 2016
- Receive executed contract – July/Aug 2016
- Request Davis-Bacon Wage Decision (Construction Projects) from CDBG staff
- Put project out to bid using procurement policies (Construction/Equipment Purchase)
- Prior** to awarding construction contract, contact state staff (Julie) to “clear” contractor
- Invite CDBG staff person to attend pre-construction conference with contractor(s)
- Begin Project !!! Call with any questions or problems. PLEASE!
- Construction Projects: Attach payrolls, employee interviews in “Grantee Attachments”
(Be sure to compare the interviews to the payrolls and sign the interview form)
- Submit Request for Funds (RFF’s) in whole dollars in WebGrants
(Do not attach payrolls to Request for Funds) Payment will not be made until construction payrolls are attached and correct in “Grantee Attachments”.
- Schedule State CDBG Staff monitoring visit when project is 90% complete
- Address any monitoring issues & complete grant close-out form within 30 days
- Grant closed prior to 12/31/2017

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SECTION A—INTRODUCTION

Welcome to the Community Development Block Grant (CDBG) program, a federal program that actually works at the local level to make a difference for your community. Upon approval of your final application you are ready to execute your contract (Section C) and start on your project. This manual has been developed to assist you in every phase of your project. This handbook also applies to NSP grantees as applicable.

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

There are a lot of resources available to assist you in accomplishing this project. To begin, you have this book! You have the state staff as well as your local Association of Governments’ (AOG) office staff. Use them all regularly and feel free to call whenever you have a question. There is also the wonderful world of the internet.

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

First, make sure you’ve held your second public hearing. Next, submit your **final application by May 31, 2016**. Then get the state contract executed! The key to success is staying on task, following the rules and time frames in this book and completing the project as quickly as possible.

1. Federal and State Requirements

The federal and state rules represent a set of standards which all must follow to qualify for funding. The rules help avoid conflicts of interest, waste, fraud and abuse in connection with public funds. At the same time, they mitigate negative environmental impacts and guarantee construction workers are paid a fair wage. They also guarantee equal benefit regardless of race, income, national origin or disability. State staff is legally obligated to know and adhere to these guidelines. They can help avoid delays and guarantee the lowest possible cost of a project.

State staff recognizes that the number of federal requirements seem excessive. Please remember that staff has made a concerted effort to keep them to a minimum and continues to emphasize administrative simplification and reduction of paperwork. Administrative requirements are only those necessitated by statute or regulation. Local record keeping will be limited to items necessary to comply with the law. This training manual summarizes the simplest methods to comply with the federal rules and regulations found in the Community Development Act and all other applicable laws.

2. CDBG Project Management Training

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

The procedures are designed to serve several purposes:

- a. Allow the State to meet its responsibility for ensuring grantee compliance with all federal and state laws governing the use of CDBG funds.
- b. Provide a management system to assist the grantee and state staff in performing the following:
 - i. Determine project
 - ii. Request and release grant funds
 - iii. Formally close the completed project
- c. Make grantees aware of the entire range of documentation needed to ensure compliance and avoid potential audit or monitoring problems.

3. Manual and Training Format

Material is organized based on the chronological flow by the grantee. Instructions, forms and letters are included. Most are available electronically upon request. The handbook discusses execution of the contract. Actual pages of the contract are included as a reference so that you will know where to start. The manual also includes instructions on how to complete the other various requirements.

Your responsibilities include: financial management, preparation of an environmental review record, labor standards, civil rights laws, acquisition and relocation laws (if applicable), audits, monitoring, and the closeout process. State requirements include the establishment of local project control, reporting, monitoring requirements, time frames, and contract execution. The material is designed so that you can reference the information continuously throughout the life of the project. There may be a significant period of time lapsed between the workshop and when the project actually proceeds. These resources will help remind you what, when and how to administer this grant successfully.

4. Technical Assistance

For assistance in managing your CDBG grant or for questions regarding your project, please contact any of the following state personnel or **visit our website**.

<p>State of Utah – Department of Workforce Services Housing & Community Development Division 1385 South State Street, 4th Floor Salt Lake City, UT 84115 Fax Number – (801) 468-0211 http://jobs.utah.gov/housing (Look for the <u>Community Development Block Grant</u> link)</p>		
Name—Title /Responsibility	Phone	E-Mail
Keith Heaton—Director; Community Development	(801) 468-0133	kheaton@utah.gov
Cheryl Brown—Program Manager & HUD Environmental Review Officer, Acquisition (Five County AOG, Mountainland AOG, Wasatch Front Regional Council)	(801) 468-0118	cbrown@utah.gov
Mary Jacobs—Program Specialist, Environmental Reviews (Bear River AOG, Six County AOG, Southeastern Utah, Uintah Basin AOG), Single Rehabilitation Environmental Reviews	(801) 468-0124	mjacobs@utah.gov
Julie Tuimauga—Support Specialist; Labor	(801) 468-0127	jtuimauga@utah.gov
Susan Kolthoff—NSP Specialist	(801) 468-0069	skolthoff@utah.gov
Kimberley Schmeling—Accounting	(801) 503-8970	kschmeling@utah.gov

SECTION B—PROGRAM STRUCTURE

1. Designation of Local Project and Fiscal Manager

Each grantee should designate a program manager for the entire contract period. He/she will manage the project and will be responsible for all program compliance. This person should be a staff member or a consultant under separate contract. A project manager should not be subject to local elections during the 18-month period the contract is in effect. The project manager must be involved directly in the day-to-day oversight of the project and will handle all project management issues. The administration of a CDBG grant is a time-consuming effort; consequently, elected officials should be sensitive to the time demands and relieve the manager of other duties as necessary.

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

The locality should also designate a person (fiscal agent) who has power to receive and disburse funds. Accurate records of all deposits, receipts and expenditures associated with CDBG must be maintained.

2. Program Management

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

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

Grantees are required to adhere to state procurement guidelines when identifying an outside program manager. Procurement requirements include advertising “requests for proposals” (RFPs) twice in a locally distributed newspaper at least five days in advance of the opening date. Selection criteria must be created and used. The grantee must include Equal Opportunity Employment Standards in the advertisement, and local, minority and woman-owned contractors should be considered.

3. Identify Local Requirements

Each grantee also may be subjected to local rules and regulations specific to their jurisdiction. Prior to start-up each locality should review each project element to determine if other regulations may apply. For example, if the locality has adopted the Uniform Building Code, all building construction or housing rehabilitation activities must conform to the code. Any contract for performing work on the project must conform to the Uniform Building Code.

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

4. Preparation of Grantee File

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

a. Application File—Electronic (WebGrants)

All application documents will be reviewed by the State staff prior to grant approval.

b. Contract File—Hard Copy

- i. Award letter
- ii. An executed copy of the grant contract between the grantee and State
- iii. All contract amendments

c. Financial Management File—Electronic (WebGrants and/or Hard Copy*)

- i. Payroll records for local staff administering the contract, including time sheets and attendance records if the grantee is using grant funds for administration purposes
- ii. Monthly bank statements
- iii. A copy of the general ledger or equivalent
- iv. Documentation of all expenditures including invoices and cancelled checks
- v. Proof of receipt of payment from the State—copy of the State checks or EFTs
- vi. Documentation of receipt and deposit of State funds
- vii. Annual financial audit reports (e.g., single audit)

**If all documentation has been submitted electronically (WebGrants) with each claim, hard copies are not required.*

d. Professional Services (if applicable)—Hard Copy

- i. Request for Proposal (RFP)
- ii. Consultant contract
- iii. Engineering/architectural contract

This file is required if CDBG funds are used to pay for the services.

e. Environmental Review File—Electronic (WebGrants)

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

f. Construction File* (if applicable)—Hard Copy

- i. Bid specifications
- ii. Bid advertisement/proof of publication
- iii. Bid tabulation
- iv. Contractor eligibility letter from the State
- v. Construction contract
- vi. Section 3 Compliance documentation

g. Labor Standards File* (if applicable)—Hard Copy

- i. Davis Bacon wage determination
- ii. Pre-construction conference minutes
- iii. Weekly contractor payroll—sorted numerically by contractor
 - a. Employee interview forms

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

h. Fair Housing and Equal Opportunity

- i. List of city/county-owned buildings.
- ii. Title II Americans with Disability Act accessibility survey of existing facilities—refer to ADA 2010 Design Standards. Prior grantees should have completed this checklist.
- iii. Copy of grantee’s Equal Employment Opportunity Employer (EEOE) resolution
- iv. Documentation of (EEO) compliance when advertising for jobs
- v. Personnel policies/procedures—available for review
- vi. Documentation to identify grantee’s employee minority and ethnic status
- vii. Documentation of ADA Coordinator (jurisdictions with 50 or more employees)
- viii. Documentation of Section 504 Coordinator (jurisdictions with 15 or more employees)
- ix. Documentation of jurisdiction’s Language Access Plan
 - a. Documentation of jurisdiction’s Effective Communication policies and procedures

i. Closeout—Electronic (WebGrants)

- i. Submitted closeout form
- ii. Monitoring letter from the State

Additional files are needed for the following project types:

j. Housing Rehabilitation Files

This file should contain a copy of the locally established procedures for conducting the housing rehabilitation program. Each house rehabilitated should have its own file with contracts, inspection reports, environmental clearance letter and contractor procurement data.

k. Economic Development (ED) Files

- i. Local economic development plan identifying specific ED projects
- ii. Agreement between the locality and the subrecipient
- iii. Individual loan files that contains all loan specific information

The grantee must be able to document the achieved objectives of the specific ED project. Refer to the Economic Develop Section to review eligible activities and compliance.

Examples of documentation are listed below:

- i. Actual jobs created with completed income certification forms
- ii. Copies of any ED plans developed
- iii. ED conferences/workshops/training attended or sponsored (dates, places and attendees)
- iv. Companies or firms who requested or were provided information pertinent to E.D., e.g., a date log listing the company/individual(s) requesting assistance,

information requested, assistance provided and outcome, i.e., were jobs created as a result?

- v. ED promotional activity/documents prepared
- vi. Copies of income certifications and other information in the contract scope of work

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

- i. Notice of exemption, if appropriate
- ii. Preliminary acquisition intent letter
- iii. Appraisal and review appraisal
- iv. Environmental Review
- v. Purchase offer, final purchase offer
- vi. Evidence of receipt of letters by owner
- vii. Correspondence with owner, negotiations
- viii. Deed, title evidence
- ix. Closing documents—Settlement Statement
- x. Proof of payment
- xi. Appeals

5. Frequently Asked Questions

Q: What if the originally designated project manager leaves office or terminates employment, or for some other reason is no longer available to act in that capacity?

A: The grantee must immediately notify their state program specialist of any change; a new project manager must be designated; this person must make an appointment to meet with the program specialist to obtain the necessary training before any other action can take place on the grant.

Q: Does anyone ever really look at these files?

A: YES! All files are reviewed for completion prior to final payment.

SECTION C—CDBG CONTRACT

1. State Contract Execution

All successful applicants (grantees) must attend the mandatory grantee workshop (usually held in May) in order to receive funding. Afterwards, grantees must hold their second public hearing if they haven't done so already. They also make any final edits/additions to their application in WebGrants, the division's electronic grants management system

(<http://webgrants.community.utah.gov>). **The final edits must be completed and the application SUBMITTED in WebGrants by May 31, 2016, no later than 5 p.m. Important Note:**

Applicants who do not hold their second public hearing prior to the application deadline will not be funded.

2. Printing the State Contract

In June the state staff will review all applications for accuracy and completeness, checking the budget, scope of work and the 2nd public hearing public notice and minutes. Grantees will be notified if any information is missing or incorrect. When the application is complete, state staff will award the grant in WebGrants. Grantees will be notified when their state contract is ready to print. **Grantees are responsible for logging into WebGrants and printing their own contracts. Grantees will look for their grant under "My Grants" and then click "View Contract" to print.**

It is vital that the contract be signed and returned to the CDBG office in a timely manner. The jurisdiction's **chief elected official must sign three sets of contract documents** and return to state staff for signatures. One copy of the executed contract will be mailed to the grantee. A scanned copy will also be attached in WebGrants in "State Program Office Attachments." The original contract should be maintained in the grantee's CDBG project file for at least five years after grant closeout. The jurisdiction's attorney may wish to review the contract for accuracy to ensure that it is consistent with local powers and authorities. Any concerns should be addressed to state staff.

There are specific penalties for grantees that return contracts late. These penalties are stipulated in the CDBG Application Policies and Procedures manual that applicants received at the "How to Apply" workshop in the fall. **All contracts should be returned by September 1, 2016.** Under special circumstances, the local Rating and Ranking Committee (RRC) may give jurisdictions until October 1, 2016, to return contracts. **The State reserves the right to reallocate un-contracted funds after October 1, 2016!** Any contracts not properly completed will be returned to the grantee. No costs may be charged against a CDBG contract until the contract has been completed in accordance with these instructions and signed by the appropriate state officials. No work should be performed or costs incurred until such time as a contract is executed and environmental clearance is received. Any such costs will be considered ineligible and become the responsibility of the grantee.

3. Requesting a Contract Amendment

The CDBG process allows grantees to request amendments to their contracts under certain circumstances. A request for an amendment must be submitted in written form to your state program specialist (Section A, page 2), explaining the reason for the request. The request must include all necessary information, such as:

- a. proposed revised contract end date (see also Attachment B of the Contract, subparagraph 9),
- b. proposed change in the scope of work
- c. proposed budget revision

The state program specialist will review the request. Upon approval, relatively small changes (less than 10 percent of contract total) may not require a formal amendment document. Staff will use the following criteria in determining the rationality of the request:

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

Extension:

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

- a. Engineer/architect design and bid ready—specifications completed by December 31, 2016
- b. Advertisements for bids—published prior to March 31, 2017
- c. Bid award—issued by April 30, 2017
- d. Notice to proceed—issued by May 30, 2017
- e. Environmental Review—completed within 90 days of contract execution

Scope:

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

Budget:

- a. Grantees may shift up to 10% of the total project budget—EXCLUDING ADMINISTRATIVE COSTS—without submitting an amendment. The grantee should contact their program specialist to make them aware of this change, however, prior to submitting a cash request.
- b. Does the revised budget demonstrate that the entire project, as originally proposed, will be accomplished?

If warranted, an amendment form(s) for the requested change will be created in WebGrants, and grantees will be notified when the amendment form(s) can be printed. Three signed copies of the form are to be returned to state staff for final execution in the same manner that the contract is processed. After execution of the amendments, a completed copy will be attached in "State Program Office Attachments" in WebGrants and returned to the jurisdiction to be attached to the contract document.

No requested amendment changes may be initiated until the grantee has received a fully executed copy of the amendment.

3. State of Utah Policy on Contract Renewals

- a. All contracts should be renewed prior to the contract expiration date.
- b. Contract extensions 30 to 60 days after the contract expiration date require (a) a justification statement and timeline explaining why the extension is being processed after the contract expiration date and (b) approval signature by the state agency division director.
- c. Contract extensions 61 to 90 days after the contract expiration date require (a) a justification statement and timeline explaining why the extension is being processed after the contract expiration date and (b) approval signature by the state agency department director.
- d. Contract renewals 91 days after the contract expiration date will not be processed by State Purchasing.



CONTRACT NO.:	
CONTRACTOR:	
VENDOR NO.:	
PROJECT NAME:	
AWARD NUMBER:	
CFDA:	
CONTRACT ORIGINATOR:	
FEDERAL AGENCY:	Dept. of Housing & Urban Development

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
140 East 300 South Street, Salt Lake City, UT 84111

1. **PARTIES:** This contract is between the Department of Workforce Services:

Community Development Block Grant

(Board or Program)

Referred to as STATE, and the following CONTRACTOR

Name		

Address		
_____	_____	_____
City	State	ZIP Code
_____	_____	_____
Contact Person	Phone #	FAX #

2. **GENERAL PURPOSE OF CONTRACT:**

3. **CONTRACT PERIOD:** Commencing on _____ and terminating on _____.

4. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$ _____, pursuant to the budget attached hereto as Attachment C.

5. **ATTACHMENTS:**

- ATTACHMENT A—GENERAL PROVISIONS
- ATTACHMENT B—PROGRAM TERMS AND CONDITIONS
- ATTACHMENT C—BUDGET
- ATTACHMENT D—SCOPE OF WORK
- ATTACHMENT E—FEDERAL ASSURANCES/CERTIFICATIONS
- ATTACHMENT F—FFATA

EXECUTION

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

CONTRACTOR

APPROVED:

(Organization Name)

By: _____
Signature

Name

Title

STATE

**APPROVED: HOUSING & COMMUNITY
DEVELOPMENT DIVISION**

By: _____
Gordon D. Walker, Director

APPROVED: DIVISION OF FINANCE

By: _____

Execution Date: _____

ATTACHMENT A—GENERAL PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT

This is for an agreement pursuant to a grant, subgrant, MOU or loan

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable State and Federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under Federal and State laws.
- b) "Contract" means the contract signature page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- c) "Contract Signature Page(s)" means the State cover page(s) that the State Entity and Contractor sign.
- d) "Contractor," "Sub-Recipient" or "Loan Recipient" means the individual or entity identified in this Contract. The term "Contractor," "Sub-Recipient" or "Loan Recipient" shall include Contractor's, Sub-Recipient's or Loan Recipient's agents, officers, employees and partners.
- e) "Services" means the furnishing of labor, time or effort by Contractors, Sub-Recipients or Loan Recipients pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment or commodities) that result from Contractors, Sub-Recipients or Loan Recipients performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's, Sub-Recipient's or Loan Recipient's response to the State Entity's solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division office, bureau, agency, or other organization identified on the contract signature page(s).
- i) "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, division authorities, instrumentalities boards, commissions, elected or appointed officers, employees, agents and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, Sub-Recipient or Loan Recipient, and includes all independent contractors, agents, employees, authorized resellers or anyone else for whom the Contractor, Sub-Recipient or Loan Recipient may be liable at any tier, including a person or entity that is or will be providing or performing an essential aspect of this Contract, including Contractor's, Sub-Recipient's or Loan Recipient's manufactures, distributors and suppliers.

2. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in Section 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases by the State.

3. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: The provisions of this contract shall be governed by the laws of the State. The parties shall submit to the jurisdiction of the courts of the State for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

4. LAWS AND REGULATIONS: The Contractor, Sub-Recipient or Loan Recipient and any and all supplies, services, equipment and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

5. PROJECT COMPLETION: The Contractor, Sub-Recipient or Loan Recipient shall complete the project described in Scope of Work within the contract period shown on page 1 of this Contract.

6. RECORDS ADMINISTRATION: The Contractor, Sub-Recipient or Loan Recipient shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor, Sub-Recipient or Loan Recipient pursuant to this Contract. The records shall be retained by the Contractor, Sub-Recipient or Loan Recipient for at least four years after the Contract terminates or until all audits initiated within the four years have been completed, whichever is later. The Contractor, Sub-Recipient or Loan Recipient agrees to allow State and Federal auditors and State Agency staff access to all records related to this Contract for audit, inspection and monitoring of services. Such access will be during normal business hours or by appointment.

7. CONFLICT OF INTEREST: Contractor, Sub-Recipient or Loan Recipient represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made in accordance with §67-16-8, Utah Code Annotated, 1953, as amended. Contractor, Sub-Recipient or Loan Recipient certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or

participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

8. CONTRACTOR, SUB-RECIPIENT OR LOAN RECIPIENT AN INDEPENDENT CONTRACTOR: The Contractor, Sub-Recipient or Loan Recipient shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation Stated herein shall be the total amount payable to the Contractor by the State. The Contractor, Sub-Recipient or Loan Recipient shall be responsible for the payment of all income tax and Social Security tax due as a result of payments received from the State for the Contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor, Sub-Recipient or Loan Recipient

9. INDEMNITY: Contractor, Sub-Recipient or Loan Recipient shall be fully liable for the actions of its agents, employees, officers, partners and subcontractors, and shall fully indemnify, defend and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages and costs of every name and description arising out of Contractor, Sub-Recipient or Loan Recipient's performance of this Contract caused by any intentional act or negligence of Contractor, Sub-Recipient or Loan Recipient, its agents, employees, officers, partners or subcontractors without limitation; provided, however, that the Contractor, Sub-Recipient or Loan Recipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor, Sub-Recipient or Loan Recipient's liability, including a limitation of liability clause for anyone for whom the Contractor, Sub-Recipient or Loan Recipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

10. EMPLOYMENT PRACTICES' CLAUSE: The Contractor, Sub-Recipient or Loan Recipient agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, the Contractor, Sub-Recipient or Loan Recipient agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

11. DEBARMENT: The Contractor, Sub-Recipient or Loan Recipient certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor, Sub-Recipient or Loan Recipient cannot certify this Statement, attach a written explanation for review by the State. The Contractor, Sub-Recipient or Loan Recipient must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. TERMINATION: Unless otherwise Stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given 10 working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party upon 60 days prior written notice being given to the other party.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

13.1 Upon 30 days' written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, this Contract may be terminated in whole or in part at the sole discretion of the State if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.

13.2 Upon 30 days' written notice delivered to the Contractor, Sub-Recipient or Loan Recipient, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State if the State reasonably determines that a change in available funds affects the State's ability to pay under the Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

13.3 If a notice is delivered under paragraph 1 or 2 of this Section 13 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor, Sub-Recipient or Loan Recipient for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

13.4 Notwithstanding any other paragraph or provision of the Section 13 NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW", if the State in said notice to the Contractor, Sub-Recipient or Loan Recipient indicates that the Contractor, Sub-Recipient or Loan Recipient is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor, Sub-Recipient or Loan Recipient shall immediately cease such orders or commitments upon receipt of said notice, and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

14. WARRANTY: The Contractor, Sub-Recipient or Loan Recipient warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor, Sub-Recipient or Loan Recipient agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts or sells to the State under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor, Sub-Recipient or Loan Recipient acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: the Contractor, Sub-Recipient or Loan Recipient will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor, Sub-Recipient or Loan Recipient in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor, Sub-Recipient or Loan Recipient will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have under this contract.

15. PAYMENT: Payments are to be made within 30 days after a correct invoice is received. All payments to Contractor, Sub-Recipient or Loan Recipient will be remitted by mail, electronic funds transfer, or the State's purchasing card (major credit card). If payment has not been made after 60 days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor, Sub-Recipient or Loan Recipient as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor, Sub-Recipient or Loan Recipient of final payment, without a written protest filed with the State from all claims and all liability to the Contractor, Sub-Recipient or Loan Recipient. The State Entity payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State may have against Contractor, Sub-Recipient or Loan Recipient.

16. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor, Sub-Recipient or Loan Recipient will indemnify and hold the State Entity and State harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State for infringement of third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor, Sub-Recipient or Loan Recipient's liability, such limitations of liability will not apply to this section.

17. ASSIGNMENT/SUBCONTRACT: Contractor, Sub-Recipient or Loan Recipient will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

18. UNUSED FUNDS: Any funds authorized by the State that are not used in the completion of Scope of Work must be returned to the State.

19. INELIGIBLE EXPENSES: Contractor, Sub-Recipient or Loan Recipient expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the Contractor, Sub-Recipient or Loan Recipient will be immediately refunded to the State by the Contractor, Sub-Recipient or Loan Recipient. The Contractor, Sub-Recipient or Loan Recipient further agrees that the State shall have the right to withhold any or all subsequent payments under this or other Contracts to the Contractor, Sub-Recipient or Loan Recipient until the recoupment of overpayments is made.

20. PUBLIC INFORMATION: Contractor, Sub-Recipient or Loan Recipient agrees that this Contract, related purchase orders, related pricing documents and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act (GRAMA). Contractor, Sub-Recipient or Loan Recipient gives the State Entity and the State express permission to make copies of this Contract, related sales orders, related pricing documents and invoices in accordance with GRAMA. Except for sections identified in

writing by contractor and expressly approved by the State Division of Purchasing and General Services, Contractor, Sub-Recipient or Loan Recipient also agrees that the Contractor, Sub-Recipient or Loan Recipient's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State are not obligated to inform Contractor, Sub-Recipient or Loan Recipient of any GRAMA requests for disclosure of this Contract, related purchase order, related pricing documents, or invoices.

21. PROCUREMENT ETHICS: Contractor, Sub-Recipient or Loan Recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

22. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Contractor, Sub-Recipient or Loan Recipient in default of this Contract: (i) Contractor, Sub-Recipient or Loan Recipient's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor, Sub-Recipient or Loan Recipient's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a 10-day period in which Contractor, Sub-Recipient or Loan Recipient will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor, Sub-Recipient or Loan Recipient has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor, Sub-Recipient or Loan Recipient from receiving future Contracts from the State Entity or the State; or (v) demand a full refund of any payment that the State Entity has made to Contractor, Sub-Recipient or Loan Recipient under this Contract for services that do not conform to this Contract.

23. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

24. CONFLICT OF TERMS: Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1) Attachment A: State Standard Contract Terms and Conditions; 2) State Contract Signature Page(s); 3) Additional State Terms and Conditions; 4) Contractor, Sub-Recipient or Loan Recipient Terms and Conditions.

25. ENTIRE AGREEMENT: This Agreement, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor, Sub-Recipient or Loan Recipient's work plans, cost-estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor, Sub-Recipient or Loan Recipient that may subsequently be used to implement, record or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of the Agreement and terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendment of this Agreement.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in the contract.

27. ACCOUNTING REPORTS: The governing board of the Contractor, Sub-Recipient or Loan Recipient is responsible to ensure that Contractor, Sub-Recipient or Loan Recipient complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.

28. INSURANCE: Contractor, Sub-Recipient or Loan Recipient shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Contractor, Sub-Recipient or Loan Recipient also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within 30 days of contract award. Contractor, Sub-Recipient or Loan Recipient must add the State as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor, Sub-Recipient or Loan Recipient's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

29. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor the Multi-Step Process.

29.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor, Sub-Recipient or Loan Recipient has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor, Sub-Recipient or Loan Recipient's new employees that are employed in the State in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor, Sub-Recipient or Loan Recipient shall require that the following provision be placed in each subcontract at every tier. The subcontractor shall certify to the main (prime or general) Contractor, Sub-Recipient or Loan Recipient by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor, Sub-Recipient or Loan Recipient's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

29.2 Indemnity Clause for Status Verification System

1. Contractor, Sub-Recipient or Loan Recipient (includes, but is not limited to any Contractor, Sub-Recipient or Loan Recipient, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor, Sub-Recipient or Loan Recipient; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor, Sub-Recipient or Loan Recipient or Subcontractor may be liable.
2. Notwithstanding Section 2 (AUTHORITY) above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the Design Professional's services unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

30. SUSPENSION OF WORK: Should circumstances arise which would cause the State Entity to suspend Contractor, Sub-Recipient or Loan Recipient's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor, Sub-Recipient or Loan Recipient's responsibilities may be reinstated upon advance formal written notice from the State Entity.

31. WORKERS' COMPENSATION INSURANCE: Contractor, Sub-Recipient or Loan Recipient shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory requirements by said jurisdiction. Contractor, Sub-Recipient or Loan Recipient acknowledges that within 30 days of contract award, Contractor, Sub-Recipient or Loan Recipient must submit proof of certificate of insurance that meets the *above* requirements.

32. ACCEPTANCE AND REJECTION: The State Entity shall have 30 days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity. If Contractor, Sub-Recipient or Loan Recipient delivers nonconforming Services, the State Entity may, at its option and at Contractor, Sub-Recipient or Loan Recipient's expense: (i) return the Services for a full refund; (ii) require Contractor, Sub-Recipient or Loan Recipient to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor, Sub-Recipient or Loan Recipient being responsible for any cover costs.

33. TIME OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor, Sub-Recipient or Loan Recipient shall be liable for all reasonable damages to the State Entity, the State, and anyone for whom the State may be liable as a result of

Contractor, Sub-Recipient or Loan Recipient's failure to timely perform the Services required under this Contract.

34. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

35. PERFORMANCE EVALUATION: The State Entity may conduct a performance evaluation of Contractor, Sub-Recipient or Loan Recipient's Services, including Contractor, Sub-Recipient or Loan Recipient's Subcontractors. Results of any evaluation may be made available to Contractor, Sub-Recipient or Loan Recipient upon request.

36. STANDARD OF CARE: The Services of Contractor, Sub-Recipient or Loan Recipient and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor, Sub-Recipient or Loan Recipient shall be liable to the State Entity and State for claims, liabilities, additional burdens, penalties, damages or third-party claims (e.g. another Contractor, Sub-Recipient or Loan Recipient's claim against the State) to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

37. REVIEWS: The State Entity reserves the right to perform plan checks, plan reviews, other reviews and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor, Sub-Recipient or Loan Recipient to meet all of the terms and conditions of this Contract.

38. CONFIDENTIALITY: If Confidential Information is disclosed to Contractor, Sub-Recipient or Loan Recipient, Contractor, Sub-Recipient or Loan Recipient shall: (i) advise its agents, officers, employees, partners and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor, Sub-Recipient or Loan Recipient will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor, Sub-Recipient or Loan Recipient shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor, Sub-Recipient or Loan Recipient shall indemnify, hold harmless and defend the State Entity and the State, including anyone for whom the State Entity or the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor, Sub-Recipient or Loan Recipient or anyone for whom the Contractor, Sub-Recipient or Loan Recipient is liable.

Upon termination or expiration of this Contract, Contractor, Sub-Recipient or Loan Recipient will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

39. PUBLICITY: Contractor, Sub-Recipient or Loan Recipient shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

40. CONTRACT INFORMATION: Contractor, Sub-Recipient or Loan Recipient shall provide information regarding job vacancies to the State Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contract information for job vacancies. This information shall be provided to the State Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor, Sub-Recipient or Loan Recipient from advertising job openings in other forums throughout the State.

41. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Contractor, Sub-Recipient or Loan Recipient agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor, Sub-Recipient or Loan Recipient prior to the execution of this Contract but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor, Sub-Recipient or Loan Recipient shall transfer any ownership claim to the State Entity.

42. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of a subsequent right, power, or privilege.

43. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

44. DISPUTE RESOLUTION: Prior to either party filing a judicial proceeding, the parties agree to participate in the

mediation of any dispute. The State Entity, after consultation with the Contractor, Sub-Recipient or Loan Recipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, the State Entity and Contractor, Sub-Recipient or Loan Recipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

45. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

46. SEVERABILITY: The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term or condition of this Contract, which shall remain in full force and effect.

47. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

March 2016

ATTACHMENT B—PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The State will monitor Contractor's performance in providing services and facilities in accordance with the purposes of this agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this agreement and the degree to which Contractor meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time and as outlined in the "Application Guide, Community Development Block Grant Program."
2. **CRITERIA DOCUMENTATION:** During the term of this contract, the Contractor agrees to supply any additional information to the State which the State may require in completing and/or processing the Contractor's grant application for Community Development Block Grant funds. The Contractor also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or will have) met one or more of the following criteria:
 - a) Benefit low and moderate income families;
 - b) Aid in the prevention or elimination of slums or blight; and/or
 - c) Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The Contractor, prior to the commencement of expenditures authorized by this agreement, agrees to provide to the State evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the Contractor for the purpose of performing services and/or constructing facilities as described herein. The Contractor further agrees that all of the work described in Attachment C will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following State and Federal requirements apply to the financial management function for local CDBG programs: 24CFR Part 85 – Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, State and local governments or non-profit organizations that expend \$500,000 or more in total Federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of Federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the Federal assistance threshold are exempt from the Single Audit requirement; however, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the Federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of Federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The Contractor agrees to supply those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, Contractor further agrees to submit a performance report to the State in a format designed by the State with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES AND GENERATION OF PROGRAM INCOME:** Contractor will not impose any fees for services rendered in connection with this contract. Notwithstanding any other provision of law, Contractor may at the State's option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by Contractor, and (2) Contractor can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived (3) State gives explicit permission to retain such and authorizes its distinct usage.
8. **PAYMENT WITHHOLDING:** The Contractor agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the State, Contractor's record-keeping practices and/or reporting to the State are not conducted in a timely and satisfactory manner, the State may withhold part or all of the payments under this contract until such time as in the opinion of the State such deficiencies have been remedied. In the event of payment(s) being withheld, the State agrees to notify the Contractor in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Contractor will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the contractor agrees that, upon execution of this contract, the State will retain the final five percent of the total amount specified herein until State representatives have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90% of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the State reserves the right to refuse the grantee's request for final fund draw-down until satisfactory evidence of compliance has been submitted.

9. **PROJECT DURATION:** Contractors who have not utilized 90percent of contract funds by the time that the contract term has reached its 18month of operation should request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made and final draw-down of funds to occur. Construction based contracts may not be able to complete their project within the allotted time frame unless they have met various milestones near the end of the final year of their contract. Any requests for construction contract extensions beyond December 31 will be based on how a Contractor has met the following milestones:
- Environmental Review—Completed within 90 days of contract execution
 - Engineering design and bid—Ready with specifications completed by December 31, 2016
 - Advertisements for bids—Published prior to March 31, 2017
 - Bid award—Issued by April 30, 2017
 - Notice to proceed—Issued by May 30, 2017

The State will closely monitor each Contractor's progress according to these final deadlines. If a Contractor fails to meet these deadlines, the State will invoke the right to terminate the contract on the basis that it cannot be completed within the contract time limits. The State must give each Contractor a 45-day notice of termination, and if the Contractor can meet the deadlines, then the termination will be canceled and the project may proceed. The Contractor may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate in appeals cases. The Contractor does not need to be in attendance at the policy committee meeting and decisions can be made based on telephone polls, conference calls, faxes and E-Mail. Non-construction projects may be extended on a case-by-case basis by the State based on need and the application of written criteria.

10. **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The Contractor agrees to notify the State and receive State's written approval, in amendment form, prior to implementing any change in program budget or design (as specified in Attachment C) or before changing principle location of service delivery as specified herein.
11. **CONTRACT RENEWAL:** Contractor agrees that the State shall unilaterally have the right to determine the basis upon which this agreement may be renewed and shall have the right to not renew this contract with or without cause.
12. **MULTI-YEAR FUNDING:** Contractor agrees that the State will not be held liable for funding successive years of multi-year agreements if funding ceases from the Department of Housing and Urban Development/CDBG program or other Federal funding agency.
13. **RELATED PARTIES:** The Contractor shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of State. Disbursements by the Contractor to related parties made without such prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the Contractor by any of the following: blood, marriage, one or more partners in common with Contractor, one or more directors or officers in common with Contractor, or more than 10 percent common ownership (direct or indirect) with Contractor.
14. **LABOR STANDARDS COMPLIANCE:** The Contractor agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by Contractor or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor, (2) the Copeland "Anti-Kickback" Act requiring weekly payment of employees and weekly submission of payroll records by the Contractor to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers received overtime compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week.

15. **SECTION 3 COMPLIANCE:** The Contractor agrees to abide by the provisions of Section 3 of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the **greatest extent feasible**, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons (24 CFR Part 135). §135.38 Section 3 Clause for Construction:
- 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 application.
 - 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).
16. **ENVIRONMENTAL REVIEW COMPLIANCE:** The Contractor agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
17. **CULINARY WATER PROJECTS/WASTEWATER TREATMENT PLANTS:** Such plans should be sent to the State of Utah, Department of Environmental Quality (DEQ). Approval letter from DEQ is required prior to receiving an environmental release from the State CDBG office.
18. **LEAD-BASED PAINT:** The Contractor agrees to abide by provisions of 24 CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended through 2005. Contractor also agrees to abide by the provisions of 40 CFR and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.
19. **PAYMENT OF THIS CONTRACT:** Payment is conditioned upon the Contractor's:
- a. Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Grantee Handbook).

- b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment D.
- c. Submission of satisfactory evidence to the State that a contract has been signed to perform the work required.
- d. Submission of a certification Statement from the applicable Association of Governments that this project is in compliance with the most recent update of the regional "Consolidated Plan" (usually satisfied during the application).

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

21. **SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the State. The Contractor is responsible for managing the operations of any subcontracted activities. The Contractor must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract as well as with applicable Federal and State requirements and performance objectives.

(Revised March 6, 2015)

ATTACHMENT C—BUDGET

1. Community Development Block Grants (CDBG)—Budget Year 2015			
2. PROGRAM EXPENDITURES			
Budget Category	Federal CDBG	Other Funds	Total Funding
Administration	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Engineer/Architect	\$0.00	\$0.00	\$0.00
Other -	\$0.00	\$0.00	\$0.00
Other -	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00

ATTACHMENT D—SCOPE OF WORK

A DETAILED SCOPE OF WORK MUST BE INCLUDED ON THIS PAGE WHICH DESCRIBES, IN QUANTIFIABLE TERMS, THE PROPOSED PROJECT.

ATTACHMENT E—FEDERAL ASSURANCES/CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983, which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

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

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619) and implementing regulations.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151), and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

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

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

(1) No federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the 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, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) I certify that I shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ALL subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

8. CHANGE OF USE

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of closeout of this contract by the State.

I certify that I have read and am aware of the foregoing certification requirements.

Signature Chief Elected Official

Printed Name of Chief Elected Official

Title

Date

ATTACHMENT F—FFATA
STATE OF UTAH DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
REPORTING REQUIREMENTS
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in Federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

Federal Funding Agency:
Program Source: Community Development Block Grants (CDBG)
Award Title: Sample Project
CFDA Number: 14.228
Award Number:
Subrecipient NAICS Code:
Subrecipient DUNS Number:
Subrecipient Name:
Address:
State:
Congressional District:
City:
Has the subrecipient registered with the System for Award Management (SAM)? Yes

CERTIFICATION

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80% or more of your annual gross revenues in U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below

NO: See Attestation

Name	Title	Total Compensation Level*
1.		\$0.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial Statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No.123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-market earnings on deferred compensation which is not tax qualified.
- 6) Other compensation if the aggregate value of all such other compensation (eg. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Agency Official

Witness

Name and Title

Name and Title

Date

Date

SECTION D—FINANCIAL MANAGEMENT

1. Overview

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

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

2. Local Financial Management Responsibilities

Local financial management procedures should allow one to trace each CDBG dollar to see where it went.

The grantee's financial staff will be required to:

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

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

3. Incurring Costs

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

4. Multi-year Contracts

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

The grantee must pay expenditures up front and wait for reimbursement. For example, a grantee has a three-year CDBG contract with funding at \$50,000 per year for a total of \$150,000 that begins in July. In July the grantee obtains an environmental clearance. In August, he/she spends \$75,000 on the project. When the RFF and documentation are submitted to the State, the grantee will be reimbursed \$50,000. In July of the following year, the contract will be amended to a total of \$100,000. Another RFF is submitted, and another \$50,000 will be reimbursed. In July of the third year, the final \$50,000 will be added to the contract, and the final RFF for \$50,000 will be processed.

5. Financial Documentation

Every CDBG transaction must be supported by adequate source documentation. Documentation should be kept to support the claims (Request for Funds) submitted in WebGrants, the division's electronic grants management system. Examples of source (or back-up) documentation include:

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

Inadequate or unacceptable documentation includes:

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

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

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

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

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

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

6. Incurring Administrative Costs

The state CDBG program allows up to 10 percent of the grant to be used for administrative costs. Administration covers the costs of implementing a local project, including preparing the environmental review, planning, accounting costs, fees paid to a consultant for administering the project and other contractual costs for professional services used in administration of the grant.

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

7. Applicable Laws

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

- a. 24 CFR Part 85 Part 570 Administrative Requirements For Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments—This establishes uniform administrative rules for federal grants, including guidance on financial administration, procedures for control and disposition of property, and retention of records. Federal requirement for record retention is three years after closeout of the grant, but the state requires retention for five years after closeout.

Also, the following federal regulations apply to grantees and subgrantees (as appropriate):

- a. A-87—Cost Principles for State, Local and Indian Tribal Governments
- b. A-102—Grants & Cooperative Agreements with State and Local Governments
- c. A-21—Cost Principles for Non-Profit Organizations
- d. A-110—Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
- e. A-122—Cost Principles for Non-Profit Organizations

Grantees may contact the state staff for copies of any of the above regulations.

8. Cost Principles for State and Local Governments

OMB Circular A-87 establishes the following criteria for determining whether specific costs are allowable under the CDBG program. The cost must:

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

9. Internal Controls

The grantee must establish internal controls that eliminate the potential for fraud and abuse of CDBG funds.

The system of internal controls must meet the following criteria:

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

10. Request for Funds (Claim) *Note: WebGrants instructions begin on page 7*

All Request for Funds (claims) must be submitted online through WebGrants. After logging into WebGrants, the grantee clicks on “My Grants” and opens the current CDBG grant. From there, the grantee clicks on “Request for Funds” and “Add” to enter a claim. All supporting documentation must be attached to the claim and will be reviewed by the state CDBG staff. After the grantee clicks “Submit,” state staff is notified electronically that a claim has been submitted. No further action from the grantee is required. The level of documentation required will depend on the grantee’s ability to demonstrate adequate internal financial controls. (An Internal Control Questionnaire is completed as part of the application process.) If a claim lacks the proper documentation, it will be put into “correcting” status, and the grantee will be notified that more information is needed. Generally, claims are paid within one week of receipt. The status of a claim can be tracked in WebGrants. The claim will be marked as “paid” when a check has been issued to the grantee. DO NOT attach payrolls here.

11. CDBG/HOME Program Administration

CDBG funds cannot be used to fund HOME program administration. CDBG funds can be used to pay program delivery costs in the HOME program. The difference between administration and program delivery is not strictly defined. Probably the best way to differentiate is that if a cost can be identified to a specific project, it is program delivery and can be charged to CDBG. If a cost was incurred for a mixed function such as accounting, budgeting, coordinating and program management, it is an administrative cost and should be charged to HOME administration. CDBG funds used for HOME program delivery are subject to CDBG eligibility and national objective requirements.

12. Revolving Loan Funds—Program Income

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

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

Both the state CDBG regulations and the administrative regulations at 24 CFR Part 85 have sections devoted to program income. Under the regulations, the State will have to track a grantee's program income as long as there is program income, even after contract closeout. There is one exception: program income excludes amounts less than \$35,000 collected and retained by local governments in a single year. The State has identified the year to be the entity's fiscal year. If a grantee receives less than \$35,000 in program income in a fiscal year, that amount is no longer considered program income. If a grantee receives more than \$35,000 in a fiscal year, the entire amount is considered program income.

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

13. Single Audit

CDBG funds are subject to the requirements of OMB Circular A-133, Audits of States; Local Governments and Non-profit Organizations. This circular establishes uniform requirements for audits of federal financial assistance. This document is available online at http://www.access.gpo.gov/su_docs/help/hints/fr.html or through the state CDBG staff. It establishes uniform requirements for audits of federal financial assistance provided to states, local governments and non-profit organizations, and it promotes the efficient and effective use of audit services.

Who Must Have a Single Audit?

Grantees that expend \$750,000 or more in federal financial assistance (CDBG funds plus all other federal funds) in the recipient's fiscal year must have a single audit completed. Determining the amount of federal

funds expended shall be based on actual cash disbursed, not notice of an award, execution of a contract or receipt of funds.

What Is a Single Audit?

A single audit includes an audit of a grantee's financial statements, additional tests of compliance with applicable laws and regulations, review of the schedule of federal financial awards and expenditures of said funds, reports on internal controls, findings and proposed corrective actions, and a letter from the independent auditor.

Reporting Requirements

OMB Circular A-133 requires the auditor to issue on behalf of the entity:

- a. A report on the general purpose or basic financial statements of the entity as a whole or the department, agency or establishment covered by the audit
- b. A report on internal accounting control based solely on a study and evaluation made as a part of the audit of the general purpose of basic financial statements
- c. A report on compliance with laws and regulations that may have material effect on the financial statements

OMB Circular A-133 requires that the auditor include, for the entity's federal financial assistance programs:

- a. A report on a supplementary schedule, showing total expenditures for each federal financial assistance program
- b. A report on internal controls (accounting and administrative) used in administering federal financial assistance programs
- c. A report on compliance with laws and regulations identifying all findings of noncompliance and questioned costs
- d. A report on fraud, abuse or an illegal act, or indications of such acts, when discovered (a written report is required); normally such reports are issued separately

Who Can Perform a Single Audit?

An independent Certified Public Accountant must perform the single audit.

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

The audit is due six months after the end of the grantee's fiscal year. It should be sent to:

Utah State Auditor's Office
Room E310, East Capitol Complex
Salt Lake City, UT 84114-2310

Who Pays For a Single Audit?

The State prefers to have a grantee pay for its single audit out of general funds. The cost of a single audit is, however, an allowable charge to the CDBG grant **IF THE RECIPIENT EXPENDED \$750,000 OR MORE IN FEDERAL ASSISTANCE IN THEIR FISCAL YEAR AND ARE REQUIRED TO HAVE THE AUDIT COMPLETED.** (If the recipient is not required to have a single audit completed but merely elects to have one completed, federal funds may not be used to finance the cost of the audit.)

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

Following Up Subrecipient Audits

For audits performed at the subrecipient level, an accountant from the Division of Housing & Community Development (HCD) will review the audit reports for compliance with the Single Audit Act and to identify

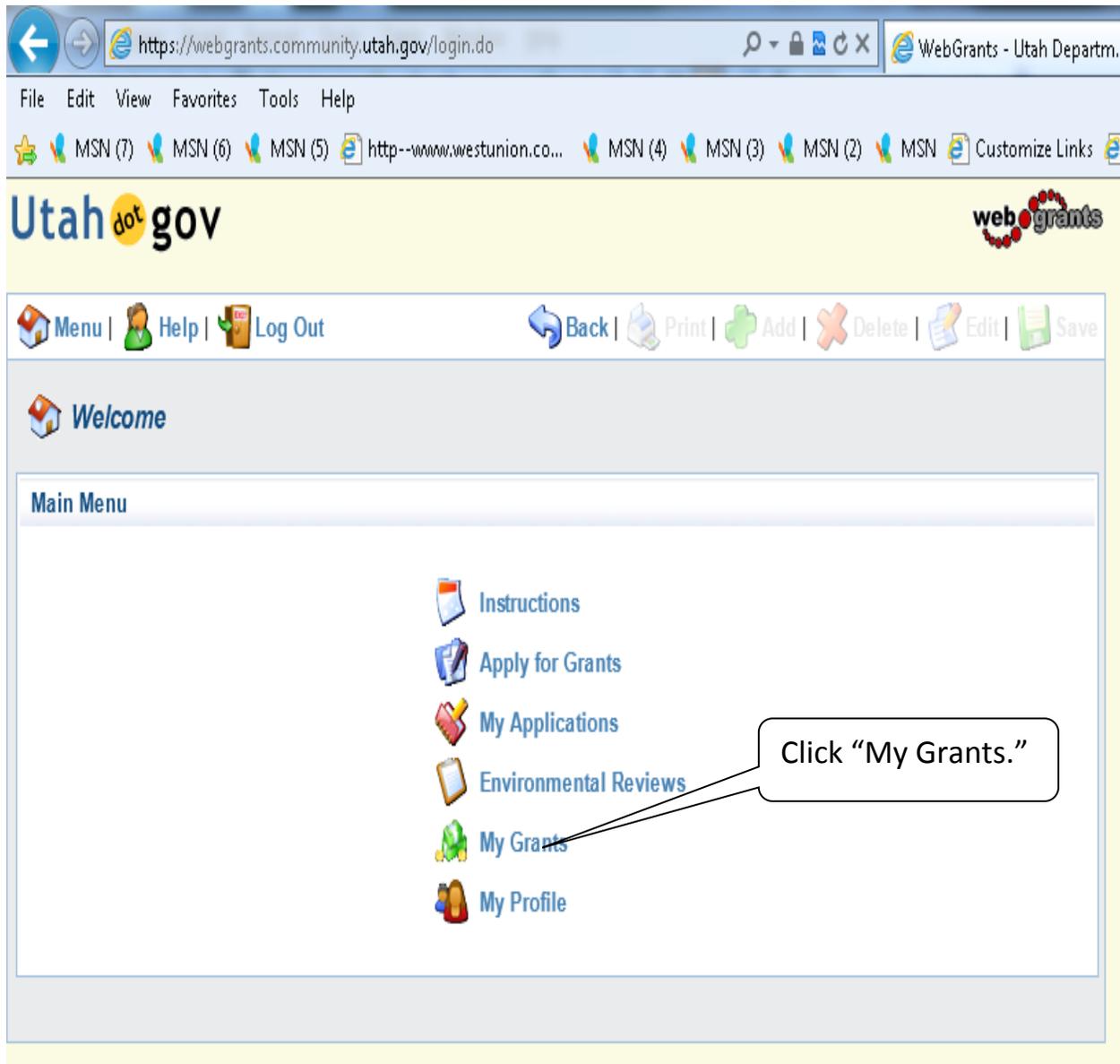
questioned costs and other audit findings and recommendations as well as to decide whether to sustain the findings. In instances where the State sustains the questioned costs, the State will account for them as a receivable and pursue recovery or take other appropriate follow-up action. In other instances, the State will review the audit report with the audited subrecipient and/or the auditor and decide not to sustain the costs. In either instance, the resolution should be within a reasonable time, which has been established to be within six months from receipt of the audit.

Resolving Findings and Grant Closeout

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

How to Submit a Request for Funds (RFF) in WebGrants

1. Log into WebGrants and click “My Grants.”



2. Open the grant.

The screenshot shows a web browser window with the URL <https://webgrants.community.utah.gov/grantList.do?startIndex=1>. The page features the Utah.gov logo and the WebGrants logo. A navigation bar includes links for Menu, Help, Log Out, Back, Print, Add, Delete, Edit, and Save. The main content area is titled 'Grants' and is divided into two sections: 'Current Grants' and 'Closed Grants'. A table lists various grants with columns for Number, Status, Year, and Program Area. A callout box highlights the '12-1180' grant number, indicating that clicking it will open the grant file.

Current Grants				Closed Grants
Number	Status	Year		Program Area
12-1180	Under way	2012	Emergency Food Assistance & Supportive Case Manage	Community Services Block Grant (CSBG)
12-0656	Under way	2011	2011 CDBG - Hsg/RLF Program Delivery; E.D. & Planning T.A.	Community Development Block Grants (CDBG)
12-0655	Under way	2011	2011 CDBG - Consolidated Planning, Admin & Rating & Ranking	Community Development Block Grants (CDBG)
12-0506	Under way	2011	FY 2011 CDBG - AOG Direct Planning Assistance	Community Development Block Grants (CDBG)
11-1538	Under way	2011	Emergency Assistance & Case Management Services	Community Services Block Grant (CSBG)
11-0913	Under way	2011	Five County Association of Governments	Pamela Atkinson Homeless Trust Fund (PAHTF)
11-0352	Under way	2010	CDBG Consolidated Plan Planning, Administration and Rating & Ranking	Community Development Block Grants (CDBG)
11-0351	Under way	2010	Five County AOG Direct Planning Assistance	Community Development Block Grants (CDBG)
11-0350	Under way	2010	Housing/RLF Program Delivery; Economic Development & Technical Assistance	Community Development Block Grants (CDBG)
10-1518	Under way	2010	SCSO - 2010 Community Service Block Grant	Community Services Block Grant (CSBG)
temp-41955	Under way	2009	Fire Station II (Dummy)	Community Development Block Grants (CDBG)
08-2539	Under way	2008	2008 Rating and Ranking	Community Development Block Grants (CDBG)

Showing 1 - 12 of 12

3. Click “Request for Funds.”

The screenshot shows a web browser window with the URL <https://webgrants.community.utah.gov/grantComponents.do?documentPk=1311>. The page header includes the Utah dot gov logo and the webgrants logo. Below the header is a navigation bar with links for Menu, Help, and Log Out, and action buttons for Back, Print, Add, Delete, Edit, and Save. The main content area displays contract details for 'Contract: 12-0506 - FY 2011 CDBG - AOG Direct Planning Assistance - 2011'. The status is 'Underway', the program area is 'Community Development Block Grants (CDBG)', and the grantee organization is 'Five County Association of Governments'. Below this is a table of 'Contract Components' with columns for Component, Last Edited, and State. The 'Request For Funds' component is highlighted, and a callout box points to it with the text 'Click “Request for Funds” to view or add a request.'

Contract Components	View Contract View Application View Opportunity	
Component	Last Edited	State
General Information	09/13/2011	Unlocked
Scope of Work	07/27/2011	Unlocked
Budget	07/27/2011	Unlocked
Closeout Forms		Unlocked
Request For Funds	01/26/2012	Unlocked
HUD Activities	02/08/2012	Unlocked
State Program Office Attachments	01/30/2012	Unlocked
Grantee Attachments		Unlocked
Environmental Reviews		Unlocked

4. Click “Add” to create a new Request for Funds.

The screenshot shows a web browser window with the URL [https://webgrants.community.utah.gov/viewComponent.do?property\(documentP](https://webgrants.community.utah.gov/viewComponent.do?property(documentP). The page header includes the Utah.gov logo and the webgrants logo. A navigation bar contains links for Menu, Help, Log Out, Back, Print, Add, Delete, Edit, and Save. The main content area displays contract information for 'Contract: 12-0506 - FY 2011 CDBG - AOG Direct Planning Assistance - 2011'. Below this is a table titled 'Request for Funds' with columns for Number, Document Number, Date Submitted, Date Paid, Date From, Date To, Status, Amount, Percent Spent, and Remaining Amount. The table contains two rows of data and a total row. A callout box points to the 'Add' button, and another callout box points to the 'Status' column.

Contract: 12-0506 - FY 2011 CDBG - AOG Direct Planning Assistance - 2011

Status: Underway

Program Area: Community Development Block Grants (CDBG)

Grantee Organization: Five County Association of Governments

Number	Document Number	Date Submitted	Date Paid	Date From	Date To	Status	Amount	Percent Spent	Remaining Amount
12-0506 - 002	201607	01/26/2012	02/01/2012	10/01/2011	12/31/2011	Paid	\$12,008.00	46.77%	\$26,615.00
12-0506 - 001	200821	10/31/2011	11/02/2011	07/01/2011	09/30/2011	Paid	\$11,377.00	22.75%	\$38,623.00
							\$23,385.00		

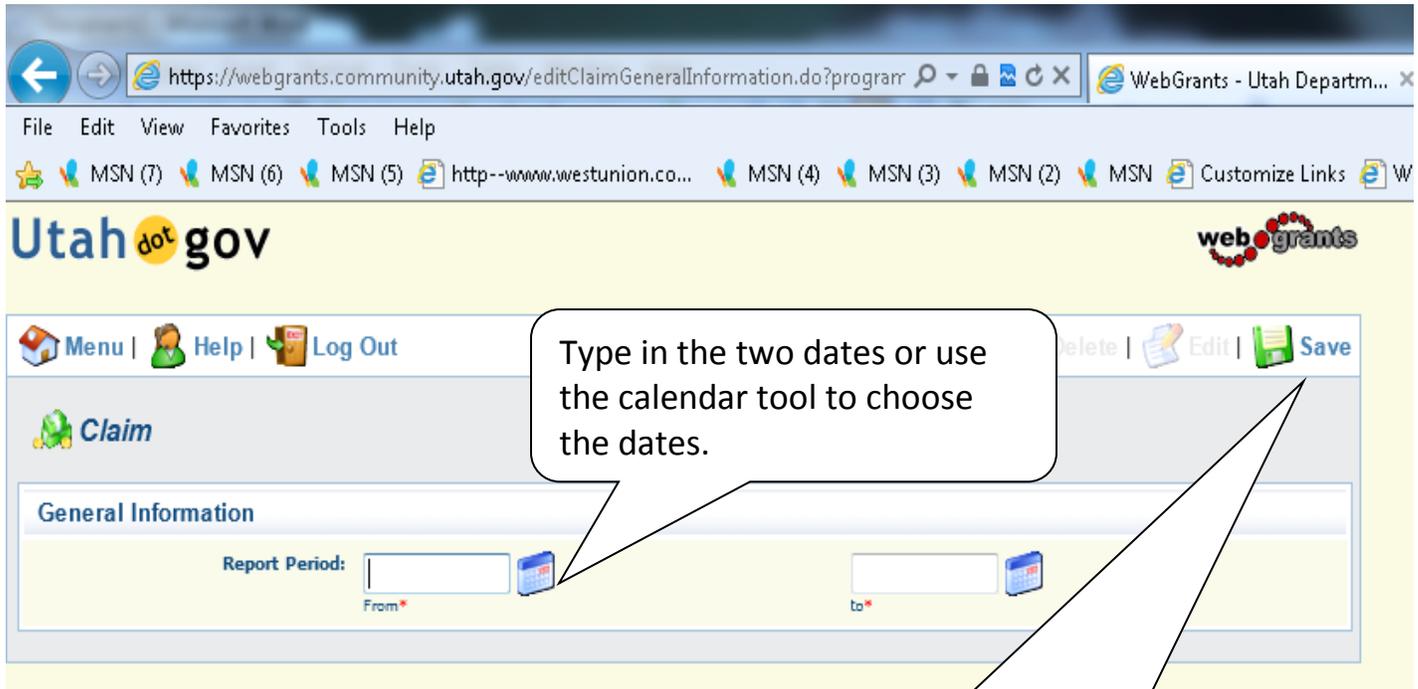
Last Edited By: Carolyn Moss, 01/26/2012

Click “Add” to create a new “Request for Funds” (Claim).

This screen shows all previous Request for Funds (RFFs).

The “Status” column will alert users to the claim’s status: “Editing,” “Submitted” “Awaiting Approval” or “Paid.”

5. Enter the period of time for which the expenses were incurred and click “Save.”
(Grantees are encouraged to submit requests monthly or quarterly.)



After entering the period dates, click “Save” to continue. *Note: The // marks in the date are added automatically.*

6. Review the saved data and click “Continue.”

https://webgrants.community.utah.gov/saveClaimGeneralInformation.do

WebGrants - Utah Department

File Edit View Favorites Tools Help

MSN (7) MSN (6) MSN (5) http--www.westunion.co... MSN (4) MSN (3) MSN (2) MSN Customize Links

Utah dot gov web grants

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

Claim

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance

Program Area: Community Development Block Grants (CDBG)

Claim Status: Editing

General Information [Continue](#)

Claim Number: 12-0506 - 003

Report Period: 01/01/2012 01/31/2012
From to

Status: Editing

Document Number:

Contract Number: 12-0506

Grant Year: 2011

Submitted Date:

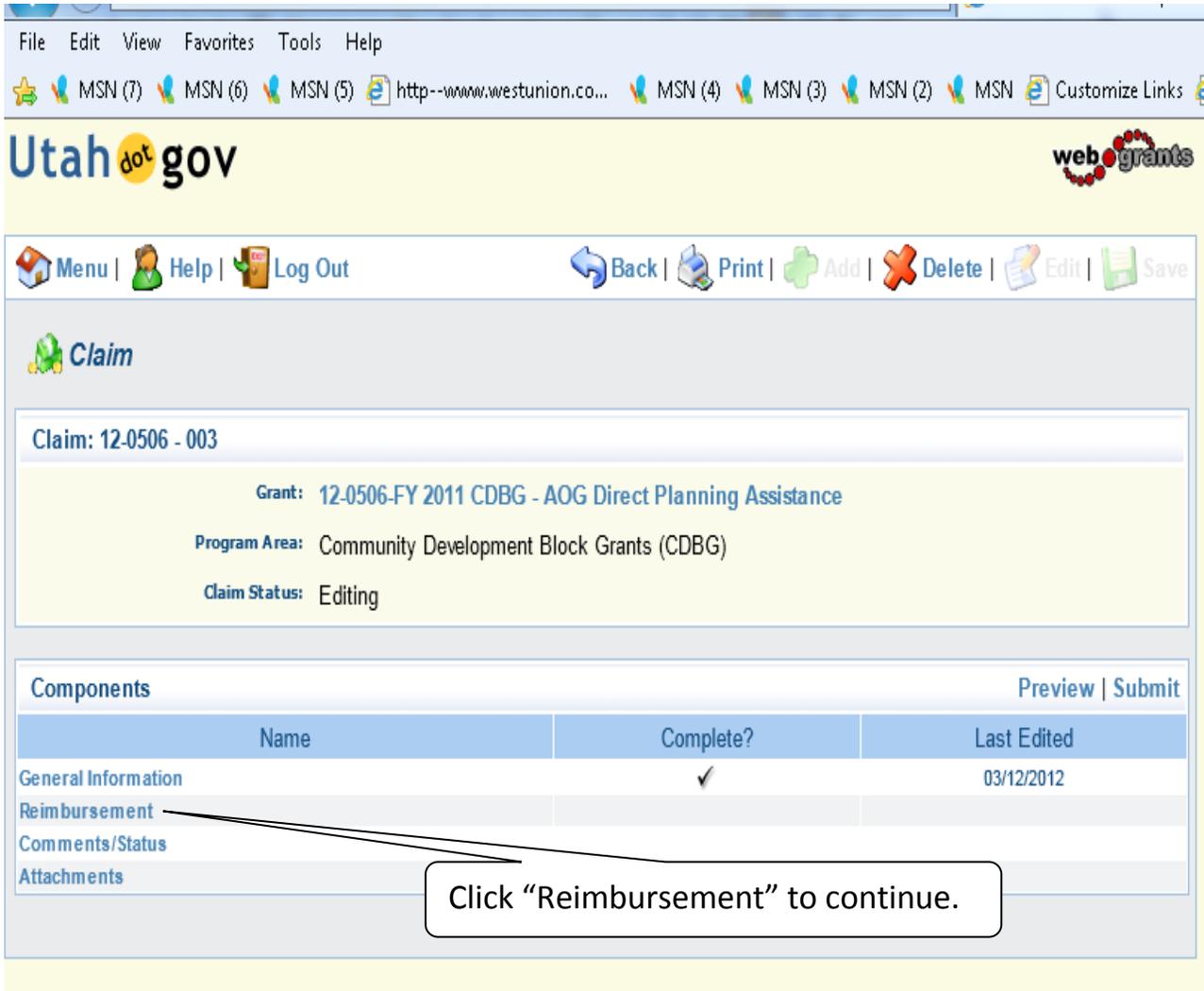
Approved Date:

Paid Date:

Last Edited By: Carolyn Moss, 03/12/2012

Review and click “Continue” to move to the next page.

7. A new Request for Funds record has now been created. This screen shows that the first of four components has been completed. A “√ ” will appear when each component is completed. Click “Reimbursement” to continue.



Utah.gov web grants

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

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance

Program Area: Community Development Block Grants (CDBG)

Claim Status: Editing

Components		Preview Submit
Name	Complete?	Last Edited
General Information	✓	03/12/2012
Reimbursement		
Comments/Status		
Attachments		

Click “Reimbursement” to continue.

- Click “Edit” to enter expenses in whole dollars. Click “Save” and “Continue” to move to the next component.

The screenshot shows the Utah WebGrants system interface. At the top, there is a browser window with the URL [https://webgrants.community.utah.gov/viewComponent.do?property\(documentP](https://webgrants.community.utah.gov/viewComponent.do?property(documentP). Below the browser window is the Utah dot gov logo and the webgrants logo. A navigation bar contains links for Menu, Help, Log Out, Back, Print, Add, Delete, Edit, and Save. The main content area displays the following information:

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Dire

Program Area: Community Development Block Gran

Claim Status: Editing

A callout box points to the 'Edit' button in the navigation bar, containing the text: "Click 'Edit' to enter expenses. Then click 'Save' and 'Continue' to move the next screen."

Below this information is a table titled "Reimbursement" with a "Continue" button in the top right corner. The table has the following columns: Budget Category, Contract Budget, Expenses This Period, Prior Expenses, Total, and Available Balance.

Budget Category	Contract Budget	Expenses This Period	Prior Expenses	Total	Available Balance
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$50,000.00	\$0.00	\$23,385.00	\$23,385.00	\$26,615.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineer/Architect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total:	\$50,000.00	\$0.00	\$23,385.00	\$23,385.00	\$26,615.00

At the bottom right of the table area, it says "Last Edited By:".

- Click “Comments/Status” and “Edit” to open box to add description of expenses submitted. Please also add brief narrative about the progress of the project.

The screenshot shows a web browser window with the URL <https://webgrants.community.utah.gov/claimComponents.do?documentPk=1331>. The page header includes the Utah.gov logo and the WebGrants logo. A navigation bar contains links for Menu, Help, Log Out, Back, Print, Add, Delete, Edit, and Save. The main content area displays the following information:

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance

Program Area: Community Development Block Grants (CDBG)

Claim Status: Editing

Below this information is a table with the following structure:

Components		Preview Submit
Name	Complete?	Last Edited
General Information	✓	03/12/2012
Reimbursement	✓	03/12/2012
Comments/Status		
Attachments		

A callout box points to the "Comments/Status" link in the table with the following text:

Click “Comments/Status” and then click “Edit” to add description of expenses submitted. A statement regarding the progress the project is required in order to submit the Request for Funds.

10. Enter description and then click “Save.”

Click “Save” when done.

Click inside the text box in upper-left corner to add description.

11. The final component of the Request for Funds (RFF) form is “Attachments.” This is the place to attach invoices, ledgers and other documents that will support the reimbursement requested. (Purchase Orders and bids are not acceptable source documents.)

Utah dot gov

web grants

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

Claim

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance

Program Area: Community Development Block Grants (CDBG)

Claim Status: Editing

Components		Preview Submit
Name	Complete?	Last Edited
General Information	✓	03/12/2012
Reimbursement	✓	03/12/2012
Comments/Status	✓	03/12/2012
Attachments		

Click “Attachments” to add supporting documents (invoices). **Please do not attach contractor payrolls here. They should be attached in “Grantee Attachments.”**

12. To add an attachment, a description must be entered along with the file name to be attached.

Utah dot gov

web grants

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

Application

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance

Program Area: Community Development Block Grants (CDBG)

Claim Status: Editing

Attach File

Description:
ABC Consultant Invoice # 12894

Upload File: C:\Users\cbrown\Documents\My Scans\scan0001.pdf

Attachments

Remove?	File Name	Description
No files attached.		

Click "Attach File" and then the "Back" button to finish.

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

13. Almost done!!! Don't forget to click "Submit."

Utah dot gov logo and webgrants logo are visible at the top. The browser address bar shows the URL: https://webgrants.community.utah.gov/claimComponents.do?documentPk=1331. The page title is "WebGrants - Utah Departm..".

Navigation menu: Menu | Help | Log Out | Back | Print | Add | Delete | Edit | Save

Claim

Claim: 12-0506 - 003

Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance

Program Area: Community Development Block Grants (CDBG)

Claim Status: Editing

Components Preview | Submit

Name	Complete?	Last Edited
General Information	✓	03/12/2012
Reimbursement	✓	03/12/2012
Comments/Status	✓	03/12/2012
Attachments	✓	03/12/2012

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

Click "Submit" to complete the "Request for Funds" process. An e-mail alert will be sent to your Program Specialist to alert him/her that an RFF has been submitted.

14. Click “OK” when the pop-up message appears. This serves as your electronic signature. Do not send any paper copies in the mail unless instructed by your Program Specialist to do so.

The screenshot displays the Utah.gov WebGrants portal. The browser address bar shows the URL: <https://webgrants.community.utah.gov/claimComponents.do?documentPk=1331>. The page header includes the Utah.gov logo and the WebGrants logo. The navigation bar contains links for Menu, Help, Log Out, Back, Print, Add, Delete, Edit, and Save. The main content area shows a claim titled "Claim: 12-0506 - 003" with the following details:

- Grant: 12-0506-FY 2011 CDBG - AOG Direct Planning Assistance
- Program Area: Community Development Block Grants (CDBG)
- Claim Status: Editing

Below the claim details is a "Components" section with a table of "Last Edited" dates:

Last Edited
03/12/2012
03/12/2012
03/12/2012
03/12/2012

A "Message from webpage" dialog box is overlaid on the screen, containing the following text:

By clicking "OK" you are certifying that you are in compliance with the terms and conditions of this contract.

For cost reimbursement contracts, you are certifying that the funds requested by this claim were expended in accordance with the terms and conditions of this contract.

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

The dialog box has "OK" and "Cancel" buttons at the bottom.

Note: If you sign up for electronic funds transfer with the State, all your Request for Funds for all programs will be paid by electronic funds transfer.

SECTION E—ENVIRONMENTAL REVIEW

1. The Environmental Review Record (ERR) is a public document prepared by the grantee.
2. All grantees receiving HUD funds must prepare an environmental review.
3. Funds may not be committed for a HUD-funded project until an environmental clearance letter is received from the State. Expenses incurred prior to receiving clearance will not be reimbursed.
4. Grantees bear all legal responsibility for HUD environmental compliance.

1. Overview—HUD Environmental Review Regulations (24 CFR PART 58)

The environmental review process required by the CDBG program is regulated by the Federal Code of Regulations at 24 CFR Part 58. Other HUD programs covered by these regulations include: Section 8, Homeless Programs, Indian Housing, ESG, HOPWA, Shelter + Care and HOME projects.

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

1. Complete the Description of Proposed Action (DPA) form and appropriate checklist (if applicable) and submit electronically to the State via WebGrants, the division's electronic grants management system .
2. Publish any required public notices and submit documentation to the State.
3. Obtain a letter of Environmental Clearance for all activities associated with this grant.

There are **TWO groups of laws, policies and regulations** that must be taken into account: the HUD regulations discussed above and **NEPA—National Environmental Policy Act of 1969** (40 CFR Parts 1500-1508). This legislation established national policy, goals and procedures for protecting, restoring and enhancing environmental quality.

Related Federal Laws and Authorities (24 CFR 58.5)

1. Toxic Chemicals and Radioactive Materials (CERCLIS) (24 CFR Part 58.5)
2. Historic Preservation (24 CFR Part 800)
3. Floodplain Management and Wetland Protection (24 CFR Part 55 and Executive Order 11988/11990)
4. Coastal Barriers Resources
5. Sole Source Aquifers (40 CFR Part 149)
6. Endangered Species Act (50 CFR Part 402)
7. Wild and Scenic Rivers Act (1968 – Section 7(b), 7 (c))
8. Air Quality (Clean Air Act)
9. Farmland Protections Policy Act (7 CFR Part 658)
10. Environmental Justice (Executive Order 12898)
11. Environmental Standards (24 CFR Part 51)
 - a. Noise
 - b. Hazardous Substances (above-ground storage tanks)
 - c. Airport Clear Zones and Accident Potential Zones

Grantee Responsibilities

The grantee will:

- a. **Designate an Environmental Certifying Officer (ECO)**—By default, the ECO is the chief elected official of the city, town or county in which the project is located. This person will sign the Environmental Review Record (ERR) and also complete the Request for Release of Funds (RROF) if the project is large enough to require public notices. He/She will represent the grantee in any court proceedings in the event of a legal action. Another option is to designate, by resolution, another employee of the jurisdiction. A sample ECO resolution template is posted on the Housing & Community Development (HCD) Environmental Review web page. This page can be accessed via WebGrants when preparing the Environmental Review Record (ERR).
- b. **Prepare an Environmental Review Record (ERR)**. This process is completed online through the WebGrants system. This document is a record of the environmental process. It must be available for public review. It will include all documentation related to environmental concerns.

The file should include:

- i. Designation of the Environmental Certifying Officer (ECO) — always required
- ii. Description of Proposed Action (DPA)—always required
- iii. Environmental Checklist with supporting documents (narrative explanation, memos, maps, correspondence or other resources)—if required.
- iv. Public notices—if required
- v. Request for Release of Funds & Certification—if required
- vi. The **Environmental Clearance Letter** from the State—ALWAYS required

2. Getting Started

To begin, the person preparing the environmental review must register as a user in WebGrants.

Instructions about how to navigate the WebGrants system to complete the environmental review are provided in this handbook and on the Housing and Community Development (HCD) Environmental Review web page.

3. Completing the Environmental Reviews—Grantees Must:

- a. Print the appropriate **CHECKLIST INSTRUCTIONS** that are provided on the website.
- b. Provide comments for each item on the checklist.
- c. Attach any supporting documents as needed for each item using the “Attachment” feature.
- d. Use the resources posted on the HCD Environmental web page.
- e. Call the Environmental Review Officer for help if they get stuck!

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

- a. After submitting the Environmental Review Record (ERR) online, project managers will be notified if a public notice is required. If there is an impact indicated for any item on the checklist, a public notice will be required. This is followed by a comment period. Larger, new construction projects require a public notice followed by a 30-day comment period. The Environmental Review Officer will provide the publication templates.
- b. Project managers should NOT publish any notices prior to getting guidance from the State.

5. Extra Help and Guidance

Grantees should FIRST call the Environmental Review Specialist (refer to Section A for contact information for this person) at the State office with any questions or problems with this review process. There is also additional help available on the website under the Who to Contact List. These people are the experts and are very helpful with specific questions regarding endangered species, floodplains, etc.

Environmental Category	Department Name and Address	Contact Name	Phone Number	Fax Number/E-Mail Address
National Flood Insurance Program	FEMA Building 710 Denver Federal Center P.O. Box 25267 Denver, CO 80225-0267	Region VIII	(303) 235-4800	(303) 293-8585
		Utah	(801) 538-3400 http://bereadyutah.gov	(801) 538-3770 http://dem.utah.gov
Historic Preservation	Utah Division of State History 300 Rio Grande SLC, UT 84101-1182 Governor's Public Lands Policy Coordination Office	Chris Hanson – Buildings Chris Merritt – Land/Archeology	801-245-7239 801-245-7263	801-533-3503
		Eric Hansen	435-702-6628	www.governor.utah.gov/publiclands click on “archaeological permitting” to find a qualified investigator if an archaeological survey is required for your project.
Noise	Railroad Information Environmental Engineer UTA TRAX Information Roadway Traffic Utah Dept of Transportation	Cheryl Brown	801-468-0118	cbrown@utah.gov
		Randall Taylor	801-893-4714	
		Jeff Lamora Scott Vanderloosen-SLC	801-352-6638 801-535-6630	801-287-3726 www.udot.utah.gov/progdev/traffic
		Tylor Poulson – SLC Todd Hadden – Truck s Nicolas Virgin – SLC Steve Ogden – Price, UT	801-535-7259 801-965-4537 (801) 965-4325 (435) 636-1400	This website has maps and statistics about many Utah roads.
Slope, Erosion and Soil Suitability	Utah Geological Survey 1594 West North Temple P.O. Box 146100 Salt Lake City, UT 84114-6100 Southern Office Utah Geological Survey Suite C 88 E Fiddlers Canyon Rd Cedar City, UT 84720	Rick Allis	801-537-3300	801-537-3400 – Fax
		William R Lund	435-865-9034	435-865-9037
Farmland Protection	USDA-Natural Resources Conservation Service Wallace F. Bennett Federal Building, Room 4402 125 South State Street Salt Lake City, UT 84138-1100	Michael J. Domeier - State Soil Scientist	801-524-4574	801-524-4403 mike.domeier@ut.usda.gov
Thermal/Explosive Hazards	Utah State Fire Marshall 5272 South College Drive Suite 302 Murray, UT 84123	Coy Porter, Fire Marshall	801-284-6358	
		Robert Erickson, LP Gas	801-284-6362	
		Main number	801-284-6350	

Environmental Category	Department Name and Address	Contact Name	Phone Number	Fax Number/E-Mail Address
Underground Storage Tanks	Underground Storage Tank Program USEPA Region 8	Fran Chambus	303-312-6782	chambus.francisca@epa.gov
Wetlands	Army Corps of Engineers (Issues Permits) 533 W 2600 S, Suite 150 Bountiful, UT 84010	Kathleen Anderson	295-8380, ext 10	801-295-8842 Kathleen.anderson@usa.ce.army.mil
	State Dept of Natural Resources Water Rights – Stream Alteration	Daren Rasmussen	801-538-7377	Logan ,Weber, Vernal, Price
	US Department of the Interior Fish and Wildlife Service 2369 west Orton Circle, Suite 50 West Valley City, UT 84119	Chuck Williamson	801-538-7404	Utah Lake, Richfield, Cedar City
	National Wetlands Inventory		801-975-3330	801-975-3331 www.nwi.fws.gov
Wild and Scenic Rivers	Bureau of Land Management 440 West 200 South, Suite 500 Salt Lake City, UT 84101	Aaron Curtis Wild & Scenic Rivers	801-539-4225	
	US Forest Service Intermountain Region 324 25 th St Ogden, UT 84401	Sharon Seim	801-625-5250	
Waste Water Treatment Plants	State of Utah – Dept of Environmental Quality Division of Water Quality PO Box 144870 Salt Lake City, UT 84114-4870	John Mackey – Engineering Manager	801-536-4347	(801) 536-4301
Sewer Projects (using DEQ funds and/or with Design Flow of 1 million gallons or more per day)	State of Utah – Dept of Environmental Quality Division of Water Quality PO Box 144870 Salt Lake City, UT 84114-4870	Scott Anderson	801-536-0200	(801) 536-0222
All Culinary Water Projects	State of Utah – Dept of Environmental Quality Division of Drinking Water Construction Assistance Section PO Box 144830 Salt Lake City, UT 84114-4830	Michael Grange – Construction Assistance Section Manager	801-536-0069	mgrange@utah.gov (801) 536-4211

 Help

 Log In

<h3>Login</h3>	<h1>Utah dot gov</h1> <p>Division of Housing and Community Development</p>
User ID:* <input type="text"/>	
Password:* <input type="password"/>	
<input type="button" value="Login"/>	
Forgot Password?	
Reset Password	
Register	

Begin by registering in WebGrants if you haven't done so previously. Click "Forgot Password" if you have forgotten yours.

Announcements

All funding is for the benefit of entities within the State of Utah only.

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

Welcome

Main Menu

- [Instructions](#)
- [Apply for Grants](#)
- [My Applications](#)
- [AOG Application Support](#)
- [Environmental Reviews](#)
- [My Grants](#)
- [My Profile](#)

Click "Environmental Reviews" to begin. You cannot create an Environmental Review Record (ERR) from "My Grants."

To begin a **NEW** review, click "Add."
Note: Each time you click "Add," you will create a new record.

Environmental Review

Search Environmental Reviews

Search

Search Fields

You may use an asterisk (*) as a wildcard in any of the search fields.

Status:

Project Name:

Contract Number:

Contract Year:

Important Note:
If you would like to view (and/or) edit a review you have already created, click "Search." Once you have submitted a review, you will not be able to edit it unless the State returns the record to "editing" status.

Environmental Review

Environmental Review

ID	Project Name	Recipient	Contract Number	Preparer	Contract Year
59392	Hatch Town Community Center	Hatch Town		Diane Lamoreaux	2009

On this screen you will see any reviews related to the organization you are registered with.

Remember, only click "Add" if you want to create a new Environmental Review Record (ERR).

Environmental Review

Description of Proposed Action (DPA) FORM

Project Name:*

HUD Funding Amount:*

Program Area:*

Grant/Loan Recipient:*

Sub-Recipient:

State Contract #:*

Contract Year:*

Click "Save" when you have completed all applicable fields.

This information will tie this review to your State Contract file in WebGrants. Enter the number if you have it.

Executive Information

Chief Executive Officer of Contracting Entity & title:*

Environmental Review prepared by:

Telephone Number:*

This field will auto-populate.

Information

Project Summary:*

Project Address:*

City/State/Zip:*

Initial Environmental Category Determination:*

All fields marked with "*" are required.

Choose the project type from the drop-down list.

Additional Information

We are requesting a 'release' for the Exempt Activities related to this project while the rest of the Environmental Review is prepared: Yes No

We are requesting a determination of 'Supplemental Assistance' for this project (24CFR 58.35 (b) (7) (see information below)) Yes No

Environmental Review

Description of Proposed Action (DPA) FORM

Project Name:* Hatch Town Community Center

HUD Funding Amount:* \$229,185.00

Program Area:* CDBG

Grant/Loan Recipient:* Hatch Town

Sub-Recipient: N/A

State Contract #: 09-2369

Contract Year:* 2009

Click "Save" and "Continue" when you have completed all applicable fields.

Executive Information

Chief Executive Officer of Contracting Entity & title:* Mayor Kevin Eldredge

Environmental Review prepared by: Diane Lamoreaux Telephone Number:* 435-735-4364

Project Information

Project Summary:* To provide residents of Hatch the opportunity to gather for various activities and events. This will also increase the ability to provide general services to Hatch Town. Hatch Twon has also made application to the PCIFB to secure

Project Address:* 49 West Center Street

City/State/Zip:* Hatch Utah 84735

Initial Environmental Category Determination:* Other new construction not listed above

Additional Information

Environmental Review

Environmental Review:

Project Name: Hatch Town Community Center
 Grant/Loan Recipient: Hatch Town
 Initial Environmental Category Determination: Other new construction not listed above
 Contract Year: 2009

Components

Print Review | Submit

Name	Complete?	Last Edited
Description of Proposed Action (DPA) Form	✓	04/05/2011
Checklist part 1		
Checklist part 2		
Checklist part 3		
Land Development		
Socioeconomic		
Community Facilities & Services		
Attach Signed Environmental Review Documents & Publications		

As you complete each section of the checklist, a check mark will appear indicating that you have completed the section. All sections must be completed in order to "Submit" the environmental review document.

Note: You must enter at least 150 characters in the "Comments" section for **each** question of the checklist. You must complete **ALL** questions in each section (e.g. "Checklist Part 1") in order to save.

Click "Here" for the link to the Environmental Review web page with instructions and resources to complete the checklist.

Back | Print | Add | Delete | Edit | Save

Environmental Review

Environmental Review:

Project Name: Hatch Town Community Center
Grant/Loan Recipient: Hatch Town
Final Environmental Category Determination: Other new construction not listed above
Contract Year: 2009

Comments are required for each item. "N/A" will not be accepted.

Environmental Assessment Checklist part 1

Continue

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

	No Impact	Impact/ Requires Mitigation	Comments (required for each item, N/A will not be accepted)	Attachments
1. HISTORIC PRESERVATION (24 CFR Part 800)	No Impact		No historic properties affected. See Attached letter of concurrence from Chris Hansen, dated May 28, 2009	1. HISTORY LETTER.pdf 2. 3.
2. FLOODPLAINS MANAGEMENT (24 CFR Part 55, E.O. 11988)	No Impact		Project is not located in a 100-year floodplain as identified on the attached Flood Insurance Rate Map Community Panel #490068 0001C, effective July 24, 1979 and telephone concurrence from John Crofts 4/20/2009	1. FLOODPLAIN LTR.pdf 2. Hatch Project Area Map.pdf 3.
3. WETLANDS PROTECTION (E.O. 11990)			No impact or permits required. Reference Patricia McQueary, May 20, 2009 letter - I.D. # SPK-2009-0677	1. WETLAND LTR.pdf 2.
4. COASTAL BARRIERS	No Impact		Not Applicable in Utah	
5. SOLE SOURCE AQUIFERS (40 CFR Part 149)	No Impact		None of the three (3) sole source aquifers designated in the state of Utah are located within 100 miles of project. See attached sole source aquifer letter dated 2/11/05	1. SOLE SOURCE LTR.pdf 2.

Choose "Impact" or "No Impact" for each item.

Last Modified By: Carolyn Moss, 04/05/2011

Important Tip:

Complete the "Comments" sections for ALL items on the checklist and click "Save" BEFORE clicking "Continue." Otherwise your work will not be saved. Attach documents in the "Attachments" sections AFTER you have entered your comments.

Environmental Review

Environmental Review:

Project Name: Hatch Town Community Center
Grant/Loan Recipient: Hatch Town
Initial Environmental Category Determination: Other new construction not listed above
Contract Year: 2009

Click "Print" to print the environmental review record (ERR). Sign the bottom as the "Preparer."

The Chief Elected Official is the Environmental Certifying Officer (ECO) by default and also must sign.

Components

Print Review | Submit

Name	Complete?	Last Edited
Description of Proposed Action (DPA) Form	✓	04/05/2011
Checklist part 1	✓	04/05/2011
Checklist part 2	✓	04/05/2011
Checklist part 3	✓	04/05/2011
Land Development	✓	4/05/2011
Socioeconomic	✓	05/2011
Community Facilities & Services	✓	05/2011
Attach Signed Environmental Review Documents & Publications		

When all sections have been completed and all supporting documents have been attached, click "Print Preview" to see the finished document.

Print, sign, scan and attach entire checklist, not just the signature page.

Environmental Review

Environmental Review:

Project Name: Hatch Town Community Center

Grant/Loan Recipient: Hatch Town

Initial Environmental Category Determination: Other new construction not listed above

Contract Year: 2009

Please keep this description short and sweet!

Attach File

Description:

Signed Environmental Review

You must enter a description in order to save!

Upload File: C:\Documents and Settings\cbrown\My Documents\My Scans\Df Browse... Attach File

Attachments

Remove?	File Name	Description
No files attached.		

Click "Attach File" to attach the signed Environmental Review Record (ERR).

Environmental Review

Environmental Review:

Project Name: Hatch Town Community Center
Grant/Loan Recipient: Hatch Town
Initial Environmental Category Determination: Other new construction not listed above
Contract Year: 2009

After attaching the signed review, click "Back" to return to the main screen.

Attach File

Description:

Upload File:

Browse...

Attach File

Attachments

Remove?	File Name	Description
	DPA and Environmental Checklist.pdf	Signed Environmental Review

 **Environmental Review**

Environmental Review:

Project Name: Hatch Town Community Center

Grant/Loan Recipient: Hatch Town

Initial Environmental Category Determination: Other new construction not listed above

Contract Year: 2009

Click "Submit" to send the Environmental Review Record to the State for approval.

Components

Print Review | Submit

Name	Complete?	Last Edited
Description of Proposed Action (DPA) Form	✓	04/05/2011
Checklist part 1	✓	04/05/2011
Checklist part 2	✓	04/05/2011
Checklist part 3	✓	04/05/2011
Land Development	✓	04/05/2011
Socioeconomic	✓	04/05/2011
Community Facilities & Services	✓	04/05/2011
Attach Signed Environmental Review Documents & Publications	✓	04/05/2011

Note: The environmental review officer will receive an e-mail notification that your review has been submitted. Please do not mail or fax a copy. If there are issues that need to be resolved, you will be notified.



HUD Environmental Review Record (ERR)

Review ID: 71312
Status: Approved
Date Submitted: 06/26/2013

Project Name: Transitional Housing Rehabilitation Project
HUD Funding Amount: \$150,000.00
Program Area: CDBG

Grant/Loan Recipient: A Pretty Great City
Sub-Recipient: A Pretty Great Non-Profit
State Contract #: 16-1100
Contract Year: 2016

Chief Executive Officer of Contracting Entity & title: Kenneth F. Neilson, Mayor
Environmental Review prepared by: Susan Kimball Preparer's Telephone #: 435-673-3548

Project Summary: Complete the rehabilitation of 5,000 square foot home. Architectural Plans have been approved and volunteer work has been previously accomplished to bring the property "up to code". CDBG funds will be utilized to complete the rehabilitation effort.

Project Address: 440 West Telegraph
City/State/Zip: Washington, Utah 84780

Initial Environmental Category Determination: Acquisition-Building (change in use)

We are requesting a 'release' for the Exempt Activities related to this project while the rest of the Environmental Review is prepared: No

We are requesting a determination of 'Supplemental Assistance 'for this project (24CFR 58.35 (b) (7) (see information below) No
 This project is a continuation/new phase of a project that was reviewed and released in another year. (Enter Year) & Contract #:

HUD ENVIRONMENTAL ASSESSMENT CHECKLIST (EA)

	No Impact	Impact/ Requires Mitigation	Comments (required for each item, N/A will not be accepted)	Attachments
1. HISTORIC PRESERVATION (24 CFR Part 800)	No Impact		The home was constructed in 1965 and is less than 50 years old. No Historic Properties affected. No response from letter dated 5/21/13. Assume concurrence with no impact determination	1. 2. 3. 4. 5.
2. FLOODPLAINS MANAGEMENT (24 CFR Part 55, E.O. 11988)	No Impact		The project is not located in a 100-year floodplain as identified on the attached FIRM community panel #974 of 1225, map number 49053C0794G effective 4/2/2009. Telephone and attached e-mail dated 5-29-13 concurrence of no impact determination by John Crofts.	1. FLOODPLAIN LETTER.pdf 2. JOHN CROFTS E-MAIL 5-29-13.pdf 3.
3. WETLANDS PROTECTION (E.O. 11990)	No Impact		No impact or permits required. Reference Patricia McQueary letter dated 5/21/13 and attached response letter dated 6-11-13 concurrence with the no impact determination.	1. WETLANDS LETTER.pdf 2. ARMY CORPS LETTER 6-11-13.pdf
4. COASTAL BARRIERS RESOURCES	No Impact		This project is located in Utah, a state with no Coastal Barrier Resources System (CBRS) units. Therefore this project is in compliance with the CBR Act.	
5. SOLE SOURCE AQUIFERS (40 CFR Part 149)	No Impact		None of the three sole source aquifers designated in the state of Utah are located within 100 miles of this project site. (See attached Sole Source Letter dated 2/11/09	1. SectionE- s_AttachmentDxAquifersx.pdf 2.
6. ENDANGERED SPECIES ACT (50 CFR Part 402)	No Impact		Checklist preparer walked the project area on 3/12/13 and reviewed the Threatened and Endangered Species List. No listed species appeared to be present on parcel. U.S. Fish and Wildlife Service has not responded to a "No Effect Determination". See Letter dated 5/21/13. Assume concurrence with no impact determination.	1. Utah_Endangered_Species_List.pdf 2. FISH & WILDLIFE LETTER.pdf
7. WILD AND SCENIC RIVERS ACT (1968 – Sections 7(b), (c))	No Impact		No impact to project area. (As per review of attached Wild and Scenic Rivers of Streams List) There are no rivers near the project site.	1. WILD & SCENIC RIVER LIST.pdf 2.
8. AIR QUALITY (Clean Air Act, Sectins 176 (c) & (d) 40 CFR Parts 6,51,93)	No Impact		No Impact as per review of attached Air Quality letter dated 3/26/09. See attached Asbestos/LBP testing. No asbestos or Lead Based Paint in building.	1. SectionE- v_AttachmentGxair_Qualityx.pdf 2. Asbestos and Lead Based Paint Testing Report.pdf
9. FARMLANDS PROTECTIONS POLICY ACT (7 CFR PART 658)	No Impact		This parcel contains an existing 5000 sq. ft. home that has been partially rehabilitated. This area does not appear to have previously been utilized for farming or agricultural purposes. This area has not been designated as 'prime or unique farmland'.	1. 2.
10. TOXIC CHEMICALS & GASES, HAZARDOUS MATERIALS, CONTAMINATION & RADIOACTIVE SUBSTANCES (24 CFR PART 58.5(l)(2)(l))	No Impact		There are no CERCLIS sites within 3,000 feet of the project site as per attached search of the project area.	1. TRI SEARCH RESULTS.pdf 2. 3.
11. ENVIRONMENTAL JUSTICE (EO 12898)	No Impact		All services to be provided on a non-discriminatory basis. There will be no activities performed with these funds that will in any create discrimination or isolation of minority or low-income individuals based on the siting or purpose of this project.	1. 2.
12. NOISE ABATEMENT & CONTROL (24 CFR PART 51B)	No Impact		This project The home is located adjacent to Telegraph Street which is a four-lane highway. Noise assessment indicates that noise is in excess of HUD limit of 65 dbL. Noise mitigation efforts will reduce level to 70 dbL per attached Exemption approval.	1. HUD Noise Exemption Form.pdf 2. DNL CALCULATOR.pdf

13. SITING OF HUD-ASSISTED PROJECTS NEAR HAZARDOUS OPERATIONS (24 CFR PART 51C)	No Impact	A site review conducted by reviewer on 3/12/2013 did not reveal any above ground hazardous sites (above ground tanks with flammable or explosive materials) within one mile of the site.	1. Hazardous_Substances.pdf 2.
14. AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES (APZ) (24 CFR PART 51D)	No Impact	The project is not located in an airport clear zone. The nearest commercial airport is located 27,141 feet distance in St. George, Utah.	1. Airport location.jpg 2.
15. Lead Based Paint (24CFR Part 35)	No Impact	Documentation is attached regarding lead based paint (LBP) No LBP present and therefore no further action regarding LBP is required.	1. Asbestos and lead base paint report . Telegraph Washington reno.pdf 2. asbestos abatement certification.pdf
16. Culinary Water Projects & Wastewater Treatment Plant Projects	No Impact	This project does not involve improvements to or construction of a culinary or waste water treatment plant. No DEQ permits required.	1. 2.
17. Conformance to Planning & Zoning	No Impact	Property has been rezoned by the city to include residential and commercial activities and conforms to uses that will be provided at the site.	1.
18. Compatibility and Urban Impact	No Impact	The proposed activities that will be carried out at this site are compatible with adjoining uses. The property is in close proximity to stores and services.	1.
19. Slope	No Impact	This project does not involve the steep or unstable slopes. Site excavation and installation of a drainage system has been accomplished.	1.
20. Erosion	No Impact	Correspondence was sent to the Utah Geologic Survey, but no response was received. Appropriate soil testing has been done for this site and drainage measures have been installed. There is no evidence of erosion in the area.	1. UGS LETTER.pdf
21. Soil Suitability	No Impact	Geotechnical testing has been conducted for this site. There is no evidence of soil problems with the site. (The foundation has not cracked or settled.)	1.
22. Energy Consumption	No Impact	Building specifications are in compliance with HUD Minimum Property Standards and other applicable energy saving codes. Special foam insulation has been added to the walls and ceiling to eliminate highway noise.	1.
23. Hazards, and Nuisances (Site Safety)	No Impact	Property has been evaluated for site and natural hazards and none exist. Traffic flow is adequate in the area.	1.
24. Noise – Contribution to community noise levels	No Impact	This project will not create excessive noise to any of the noise sensitive areas adjoining the property (housing.	1.
25. Demographic/Community Character Changes	No Impact	The proposed facility will provide services to victims of domestic violence. It will not adversely alter demographics or change the character of the area. Rehabilitation of this property will actually aesthetically enhance the area.	1.
26. Displacement	No Impact	The rehabilitation of this facility will not displace any persons or eliminate any jobs. The availability of transitional housing will provide additional options for victims of domestic violence.	1.
27. Employment and Income	No Impact	This facility will have no impact on commercial facilities in the surrounding area. It will not increase/decrease any employment opportunities beyond the temporary construction jobs created to carry out the project.	1.
28. Educational Facilities	No Impact	This facility will not significantly impact any of the educational facilities in the area. Parenting and other types of classes and training will be provided to clients.	1.

29. Commercial Facilities	No Impact	There are retail and commercial services located near the facility and they will not be adversely affected by this project.	1.
30. Health Care	No Impact	911 Emergency health services are available in the project area. There are non emergency health care services provided within 5 miles in St. George.	1.
31. Social Services	No Impact	The new facility will allow activities and services to take place that may have potentially beneficial effects on the social needs of clients served.	1.
32. Solid Waste	No Impact	The project involves improving and expanding the existing facility. The capacity of the solid waste system in the area will not be exceeded due to this project.	1.
33. Waste Water	No Impact	The project involves improving an existing facility and its waste water needs will not exceed the capacity of the city system.	1.
34. Storm Water	No Impact	The existing storm water disposal system will not be overloaded by the proposed project. A drainage system has been installed to channel water from the site to the Washington City storm drain system.	1.
35. Water Supply	No Impact	Washington City has adequate culinary water supply and connection to service this facility.	1.
36. Public Safety – Police/Fire/Emergency Medical	No Impact	This new facility will not adversely impact the administration of the Washington City Police, fire and emergency medical services. Rehabilitation will be in conformance to current fire code.	1.
37. Recreation – Open Space	No Impact	There will be no negative impact to recreation and/or open space. There are recreation facilities in close proximity for our clients.	1.
38. Recreation – Cultural Facilities	No Impact	This facility will have no significant impact on cultural facilities in the area.	1.
39. Transportation	No Impact	The project is on bus line which will be very convenient for our clients. The parking area is adequate for the number of clients we serve. There are no special transportation issues that need to be addressed.	1.

Conclusions, Comments, Mitigation Measures

	No Impact	Impact/ Requires Mitigation	Comments (required for each item, N/A will not be accepted)	Attachments
Comments	No Impact		There are no mitigation measures required. See attachments to lead based paint and asbestos mitigation that was completed.	1. Asbestos and lead base paint report . Telegraph Washington reno.pdf 2. asbestos abatement certification.pdf 3. 4.

DETERMINATION

The preparer(s) have complied with all provisions of 24 CFR part 58, Subpart E – Environmental Review Process and have determined one of the following:

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

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

Preparer's Signature

Date:

Environmental Certifying Officer (ECO) Signature

Date:

SECTION F—EQUAL OPPORTUNITY/CIVIL RIGHTS

Equal Opportunity Regulations

The CDBG Program requires equal access to the program and all funded projects and their benefits to all persons regardless of race, national origin, religion, color, sex, age or physical or mental disability. Additionally, the Federal Government requires that all grantees comply with Equal Employment Opportunity laws and regulations.

Your responsibility is twofold. First, your organization and the sponsoring jurisdiction must make every effort to avoid discrimination and provide equal opportunities to all groups. Second, you must advise your contractor and subcontractor to do the same.

1. Overview

The civil rights requirements have the basic purpose of protecting specific groups and/or individuals from discrimination. The civil rights laws are applicable not only to the beneficiaries of a federally assisted project, but also to the employees of a CDBG grantee or subgrantee.

Employment discrimination is prohibited based on race, color, religion, sex, national origin, age (over 40) and disability.

Housing (rental, sale, financing) discrimination is prohibited based on race, color, national origin, religion, sex, familial status and disability.

A list of the applicable laws can be found on page 3 of this section. As they apply to the CDBG Program, these laws protect individuals from discrimination in:

- a. Housing
- b. Benefits and services resulting from activities funded in full or in part by CDBG dollars
- c. Employment
- d. Business opportunities
- e. Relocation (resulting from CDBG-funded activities)

2. Civil Rights Checklist—See Section J (Monitoring), Page 10

In order to help grantees comply with HUD's Fair Housing and Equal Opportunity (FHEO) requirements, the CDBG staff has provided samples of checklists and templates of plans, policies and procedures that jurisdictions can adapt to their needs. Please see the "Civil Rights Exhibits" section of this handbook. These documents can also be provided electronically upon request.

3. Grantee Responsibilities

CDBG grantees are required to take certain actions directed toward the following two categories:

- a. Non-discrimination and equal opportunity, which may be documented by showing EEOE posting in all public advertisements.
- b. Affirmative action to remedy and overcome the effects of past discrimination.

These requirements apply across the board to administration of grant activities and any of the three major program areas—public facilities, housing, and economic development—allowed under the Utah program.

Under the non-discrimination requirements, a grantee must take actions to ensure that no person or group is denied benefits such as employment, training, housing and contracts generated by a local

CDBG activity. As a project progresses, a grantee must monitor the extent to which protected groups within the community are participating in and receiving benefits from a CDBG activity.

For some projects, this is quite simple. For instance, CDBG funding of a local rehabilitation program is awarded based on information provided in the grant application. It is easy to identify the extent to which protected groups will be impacted by the housing rehabilitation program. It is equally easy to report how many households headed by minorities, women, the elderly, or disabled individuals were actually rehabilitated.

For other types of projects, identifying beneficiaries may not be as simple. A Main Street revitalization program may be intended to benefit protected groups; however, the extent to which these groups are actually impacted is harder to determine by the administering agency. At minimum, a locality should take actions to ensure that members of protected groups have equal access to all information related to training and job opportunities associated with CDBG-funded projects.

Finally, local grant recipients must demonstrate non-discrimination in the decision-making process by which elements of a particular CDBG project were determined. For example, if a locality is acquiring land for a senior citizens center, the chosen location must be as equally accessible to neighborhoods with large concentrations of minority residents as it is to those with high concentrations of non-minority households.

If local government employment is not representative of the general population of the jurisdiction, the CDBG administrator or administering agency should consider designing an affirmative action program to provide greater employment, training and promotion opportunities for members of protected groups.

4. Affirmatively Furthering Fair Housing

a. Overview

Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act, prohibits discrimination in the sale or rental of housing on the basis of race, color, religion, sex and national origin. It was amended in 1988 to provide stiffer penalties, establish an administrative enforcement mechanism and expand its coverage to prohibit discrimination on the basis of familial status and disability. By amending this law, Congress demonstrated a renewed commitment to achieving fair housing.

In addition to prohibiting a wide range of discriminatory practices, the Fair Housing Act requires the Secretary of HUD to ensure that all HUD programs affirmatively further fair housing. State CDBG grantees are required by Sections 104(b)(2) and 106(d)(5)(B) of the HUD Act of 1974, as amended, to certify that they will affirmatively further fair housing as a condition of receiving CDBG funds. Additionally, Section 105*(b)(13) of the National Affordable Housing Act (NAHA) of 1990, as amended, requires submission of such a certification from a state as part of its Consolidated Plan.

b. State Responsibilities

The state CDBG final regulations, at 24 CFR 570, Subpart I, contain three suggested actions for states to take in fulfilling their certification to affirmatively further fair housing. These suggestions include conducting training and actively providing educational material and activities to the participating local grantees on federal and state fair housing laws and procedures; analyzing relevant state-level data on impediments to fair housing choice, as well as the results of any local analyses; and working actively with existing state entities (public or non-

profit) whose goal is to further fair housing.

c. Grantee Responsibilities

Section 570.487(b)(2) instructs local government recipients to develop proposed actions to affirmatively further fair housing at the local level for state review and approval. The state will consider the locality to have met its certification to affirmatively further fair housing if the locality has carried out the state-approved actions.

At this time the state requirement is that grantees prepare an assessment of local ordinances that can be used to identify housing discrimination in the above areas. This will be explained and discussed during the grantee workshop with an assessment and review of the supporting documentation during the monitoring visit at the end of the project.

5. Applicable Laws

Civil rights compliance and monitoring responsibilities are contained in the following listing of federal laws, executive orders and regulations. The listing for each applicable law contains the citation, general objective and any features (e.g., thresholds) that may be relevant to the administration of CDBG-funded activities.

a. Title VI of the Civil Rights Act of 1964 and 24 CFR Part I

Title VI prohibits discrimination on the bases of race, color or national origin in all federally assisted programs.

b. Title VIII of the Fair Housing Act of 1968, as amended (the Fair Housing Act), and 24 CFR 91.225, Local Jurisdictions; 91.323, States; and 91.425, Consortia

The federal Fair Housing Act prohibits discrimination in housing on the bases of race, color, national origin, religion, sex, familial status and disability. Section 808(e)(5) of the Fair Housing Act requires the Secretary of HUD to ensure that all HUD programs affirmatively further fair housing.

c. Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR Part 135.32 (Responsibility of the State)

Section 3 requires grantees to provide job training, employment and contract opportunities to low- or very low-income residents in connection with projects and activities in their neighborhoods to the greatest extent feasible.

d. Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109) and 24 CFR Part 6

Section 109 prohibits discrimination on the bases of race, color, national origin, religion and sex in any program or activity funded in whole or in part with federal financial assistance.

e. Age Discrimination Act of 1975, as Amended (42 USC 6101)

Prohibits age discrimination in programs or activities receiving federal financial assistance.

f. Section 504 of the Rehabilitation Act of 1973 (Section 504) and 24 CFR Part 8/Title II of the Americans with Disabilities Act of 1990 (ADA) and 28 CFR Part 35

Section 504 prohibits discrimination based on disability under any federally assisted program or activity.

g. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Rule) 24 CFR Part 5

HUD's Equal Access Rule, effective March 5, 2012, is a HUD program requirement that ensures equal access to housing in HUD programs, regardless of sexual orientation, gender identity or marital status. The Equal Access Rule prohibits inquiries of an applicant's or occupant's sexual orientation or gender identity for the purpose of determining eligibility or otherwise making housing available.

h. Equal Employment Opportunity (Executive Order 11246, September 24, 1965), as Amended

To ensure that no employer performing construction work for a recipient of federal assistance discriminates against any employee or applicant for employment on the basis of race, color, religion, sex or national origin.

i. Equal Opportunity in Housing (Executive Order 11063)

Prohibits discrimination based on race, color, religion, sex or national origin in housing and related facilities that are owned or operated by the federal government or housing and related facilities provided by federal financial assistance, including mortgage insurance and guaranty programs.



ADA Checklist for Readily Achievable Barrier Removal

Based on the 2010 ADA Standards for Accessible Design



Produced by

Institute for Human Centered Design

www.HumanCenteredDesign.org

www.ADAchecklist.org

2011



ADA National Network

www.ADAata.org

Questions on the ADA 800-949-4232 voice/tty

Questions on checklist 617-695-0085 voice/tty

ADAinfo@NewEnglandADA.org

This checklist was produced by the New England ADA Center, a project of the Institute for Human Centered Design and a member of the ADA National Network. This checklist was developed under a grant from the Department of Education, NIDRR grant number H133A060092-09A. However the contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

ADA Checklist for Readily Achievable Barrier Removal

What is Readily Achievable Barrier Removal?

The Americans with Disabilities Act (ADA) requires public accommodations (businesses and non-profit organizations) to provide goods and services to people with disabilities on an equal basis with the rest of the public.

Businesses and non-profit organizations that serve the public are to remove architectural barriers when it is “readily achievable” to do so; in other words, when barrier removal is “easily accomplishable and able to be carried out without much difficulty or expense.”

The decision of what is readily achievable is made considering the size, type, and overall finances of the public accommodation and the nature and cost of the access improvements needed. Barrier removal that is difficult now may be readily achievable in the future as finances change.

This checklist is intended to assist public accommodations as the first step in a planning process for readily achievable barrier removal.

Public accommodations’ ADA obligations for barrier removal can be found in the Department of Justice’s ADA Title III regulations 28 CFR Part 36.304.

Priorities for Barrier Removal

The ADA Title III regulations recommend four priorities for barrier removal. The purpose of these priorities is to facilitate business planning. The priorities are not mandatory.

How to Use this Checklist

Get Organized - One person can conduct a survey, but it’s easier with two people. One person can take measurements and the other person can fill out the checklist and take photos.

Obtain Floor Plans - A floor plan or sketch helps the surveyors get oriented and know how many elements, such as drinking fountains and entrances, there are and where they are. If plans are not available, sketch the layout of interior and exterior spaces.

Make Copies of the Checklist -

Determine how many copies of each section of the checklist you need. For example, most facilities have more than one toilet room.

Gather Tools -

- Checklist
- Clipboard makes it easier to write on the checklist
- Tape measure
- Electronic or carpenter’s level - 24 inches
- Door pressure gauge or fish scale for measuring door-opening force
- Digital camera
- Bag to hold these items

Public accommodations may determine the most effective mix of barrier removal measures to undertake in their facilities.

Priority 1 - Accessible approach and entrance

Priority 2 - Access to goods and services

Priority 3 - Access to public toilet rooms

Priority 4 - Access to other items such as water fountains and public telephones

2010 ADA Standards for Accessible Design

This checklist is based on the 2010 ADA Standards for Accessible Design (2010 Standards). The specifications are in this checklist to help determine what may be readily achievable barrier removal for existing facilities. This checklist does not include all sections of the 2010 Standards. For example there are no questions about patient rooms in hospitals or guest rooms in hotels. Consult the 2010 Standards for situations not covered in the checklist. Full compliance with the 2010 Standards is required only for new construction and alterations. The web address for the 2010 Standards is in the Resources section.

Safe Harbor – Construction Prior to March 15, 2012

Elements in facilities built or altered before March 15, 2012 that comply with the 1991 ADA Standards for Accessible Design (1991 Standards) are not required to be modified to specifications in the 2010 Standards. For example, the 1991 Standards allow 54 inches maximum for a side reach range to a control such as the operating part of a paper towel dispenser. The 2010 Standards lower that side reach range to 48 inches maximum. If a paper towel dispenser was installed prior to March 15, 2012 with the

Conduct the Survey

Start Outside - Start from site arrival points such as drop-off areas and public sidewalks and determine if there is an accessible route to an accessible entrance. If there is a parking lot or garage check for the correct number of accessible parking spaces, including van-accessible spaces. Is there an accessible route from the accessible parking spaces to an accessible entrance? Next survey the entrances. If there is an accessible entrance, determine if there are signs at inaccessible entrances directing people to the accessible entrance. Go inside and continue through the facility and the checklist.

Keep Good Notes - Write on the front of each checklist where you are surveying. You may end up with six toilet room checklists. When you get back to your office you'll want to know which one is the checklist for the first floor women's room. If there isn't an accessible entrance you'll want to indicate how many steps there are and how much space is available to install a ramp or lift. This is a good time to take photographs.

Take Good Measurements - When in doubt write it down. It's better to have too much information than not enough. Even if something is in compliance it's helpful to have exact measurements.

highest operating part at 54 inches, the paper towel dispenser does not need to be lowered to 48 inches. Since the dispenser complies with the 1991 Standards, that Standard provides a “safe harbor.”

New Elements in the 2010 ADA Standards

The 2010 Standards contain elements that are not in the 1991 Standards. These elements include recreation facilities such as swimming pools, team or player seating, accessible routes in court sports facilities, saunas and steam rooms, fishing piers, play areas, exercise machines, golf facilities, miniature golf facilities, amusement rides, shooting facilities with firing positions, and recreational boating facilities. Because these elements were not included in the 1991 Standards, they are not subject to the safe harbor exemption. Public accommodations must remove architectural barriers to these items when it is readily achievable to do so. For example, a hotel must determine whether it is readily achievable to make its swimming pool accessible by installing a lift, a sloped entry or both as specified in the 2010 Standards.

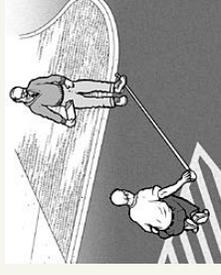
What this Checklist is Not

The ADA Title III regulations require more than barrier removal. The regulations include requirements for nondiscriminatory policies and practices and for the provision of auxiliary aids and services, such as sign language interpreters for people who are deaf and material in Braille for people who are blind. This checklist does not cover those requirements.

Since this checklist does not include all of the 2010 Standards it is not intended to determine compliance for new construction or facilities being altered.

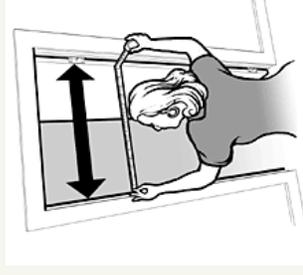
Parking Spaces

Measure from the inside edge of the painted line to the inside of the opposite painted line or edge of space.



Door Clear Width

Open the door 90 degrees, measure from the face of the door to the edge of the door stop.



Door Opening Force

If you're using a door pressure gauge place it where you would push open the door.



If you're using a fish scale place it where you would pull open the door.



What are Public Accommodations?

Under the ADA public accommodations are private entities that own, lease, lease to or operate a place of public accommodation. This means that both a landlord who leases space in a building to a tenant and the tenant who operates a place of public accommodation have responsibilities to remove barriers.

A place of public accommodation is a facility whose operations affect commerce and fall within at least one of the following 12 categories:

- 1) Places of lodging (e.g., inns, hotels, motels, except for owner-occupied establishments renting fewer than six rooms)
- 2) Establishments serving food or drink (e.g., restaurants and bars)
- 3) Places of exhibition or entertainment (e.g., motion picture houses, theaters, concert halls, stadiums)
- 4) Places of public gathering (e.g., auditoriums, convention centers, lecture halls)
- 5) Sales or rental establishments (e.g., bakeries, grocery stores, hardware stores, shopping centers)
- 6) Service establishments (e.g., laundromats, dry-cleaners, banks, barber shops, beauty shops, travel services, shoe repair services, funeral parlors, gas stations, offices of accountants or lawyers, pharmacies, insurance offices, professional offices of health care providers, hospitals)
- 7) Public transportation terminals, depots, or stations (not including facilities relating to air transportation)

Accessible Slopes

You can measure slope with a 24 inch level and a tape measure. Put the level on the surface in the direction you are



measuring. Put one end at the high point of the surface and raise the other end so that the bubble is in the middle of the level's gauge. The level is now level. Measure the distance between the end of the level at its bottom point and the surface.

For a ramp the maximum running slope allowed is 1:12. That means for every inch of height change there should be at least 12 inches of ramp run. If the distance between the bottom of the level and the ramp surface is 2 inches or less, then the slope is 1:12 or less (2:24 = 1:12 and 1.5:24 = 1:16 which is a more gradual slope than 1:12). If the distance is greater than 2 inches, the ramp is too steep. For example, if the distance is 3 inches, then the slope is 1:8 (3:24 = 1:8 which is a steeper slope than 1:12).

For the parts of an accessible route that aren't a ramp, the maximum running slope allowed is 1:20. That means for every inch of height change there must be at least 20 inches of route run. The distance from the bottom edge of the level to the surface should be no more than 1.2 inches (1.2:24 = 1:20).

- 8) Places of public display or collection (e.g. , museums, libraries, galleries)
- 9) Places of recreation (e.g. , parks, zoos, amusement parks)
- 10) Places of education (e.g. , nursery schools, elementary, secondary, undergraduate, or postgraduate private schools)
- 11) Social service center establishments (e.g. , day care centers, senior citizen centers, homeless shelters, food banks, adoption agencies)
- 12) Places of exercise or recreation (e.g. , gymnasiums, health spas, bowling alleys, golf courses).

Resources

U.S. Department of Justice ADA Information

800-514-0301 voice
800-514-0383 TTY
www.ada.gov

ADA National Network

800-949-4232 voice/TTY connects to your regional ADA Center
www.adata.org

U.S. Access Board

800- 872-2253 voice
800-993-2822 TTY
www.access-board.gov

For the cross slope of an accessible route the maximum slope allowed is 1:48. The distance from the bottom edge of the level to the surface should be no more than ½ inch (.5:24 = 1:48). The cross slope of an accessible route is the slope that is perpendicular to the direction of pedestrian travel.

Slopes may also be measured using a digital level. Be sure to read the instructions. Measure with the percent calculation rather than the degrees calculation. For a ramp the maximum running slope allowed is 8.33% (8.33% is a 1:12 slope). For an accessible route without a ramp the maximum running slope allowed is 5% (1:20). For the cross slope of an accessible route the maximum slope allowed is 2.083% (1:48).

Check that You Got Everything - Before you leave the site review all the checklists. Make sure you know which checklist goes with which entrance and which toilet room and that you've got all the information you need. It is better to do it now than to have to go back.

After the Survey

List Barriers and Solutions - Consider the solutions listed beside each question on the checklist and add your own ideas. Consult with building contractors and equipment suppliers to estimate the costs for making modifications.

ADA Title III Regulations 28 CFR Part 36

www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

2010 ADA Standards for Accessible Design

www.ada.gov/2010ADASTandards_index.htm

1991 ADA Standards for Accessible Design

www.ada.gov/stds.pdf

Tax Deductions and Credits for Barrier Removal

www.ada.gov/taxincent.htm

Acknowledgements

Many of the illustrations are from the U.S. Department of Justice and the U.S. Access Board or are based on illustrations produced by the U.S. Access Board and the U.S. Department of Justice.

Develop an Implementation Plan -

Although an implementation plan is not required, the Department of Justice recommends such a plan, specifying what barriers will be removed and when solutions will occur: "*...Such a plan...could serve as evidence of a good faith effort to comply...*" Prioritize items, make a timeline and develop a budget. Where the removal of barriers is not readily achievable, consider whether there are alternative methods for providing access that are readily achievable such as curbside takeout service at a restaurant with an accessible intercom system outside.

Make Changes -

Use the 2010 ADA Standards for Accessible Design. Note: Until March 15, 2012 the 1991 ADA Standards for Accessible Design may be used for readily achievable barrier removal. Check whether local and state building codes require greater accessibility when alterations are undertaken.

Follow Up -

Review the implementation plan each year to evaluate whether more access improvements have become readily achievable.

ADA Checklist for Readily Achievable Barrier Removal

Priority 1 – Approach & Entrance



Project

Building

Location

Date

Surveyors

Contact Information

An accessible route from site arrival points and an accessible entrance should be provided for everyone.



Institute for Human Centered Design
www.HumanCenteredDesign.org

November 2011

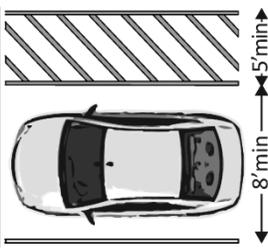


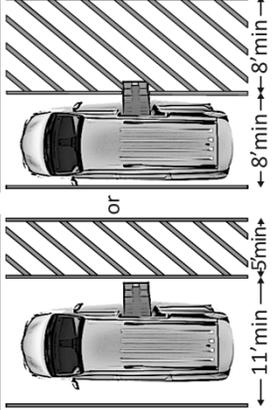
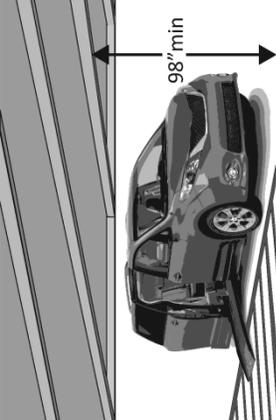
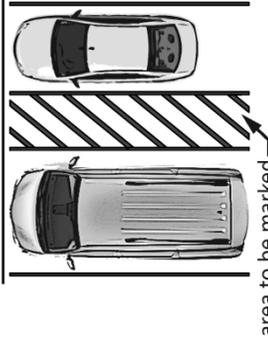
ADA National Network
Questions on the ADA 800-949-4232 voice/tty
www.ADAchecklist.org

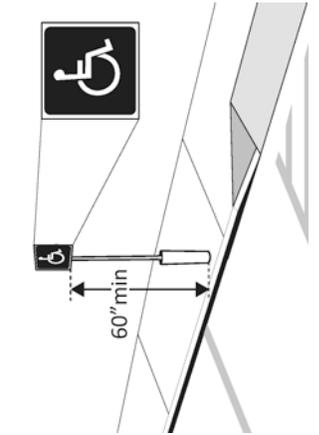
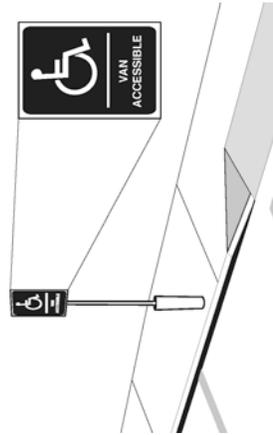
This checklist was produced by the New England ADA Center, a project of the Institute for Human Centered Design and a member of the ADA National Network. This checklist was developed under a grant from the Department of Education, NIDRR grant number H133A060092-09A. However the contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

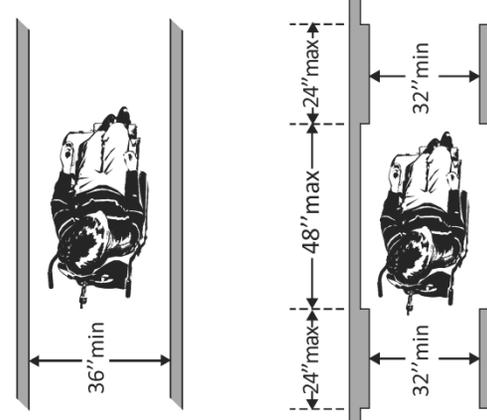
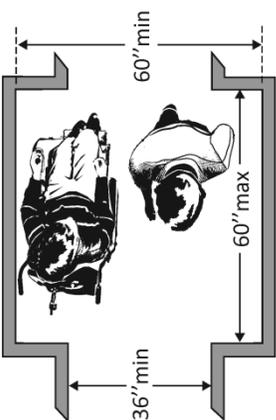
Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

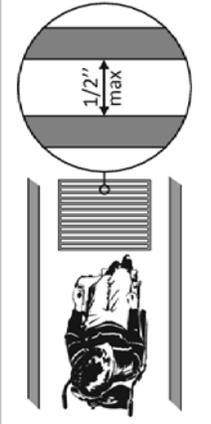
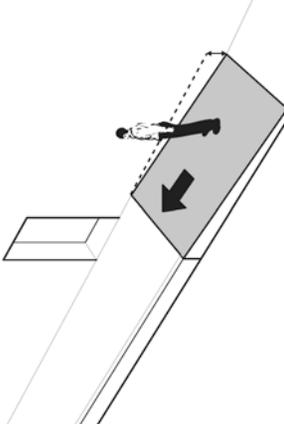
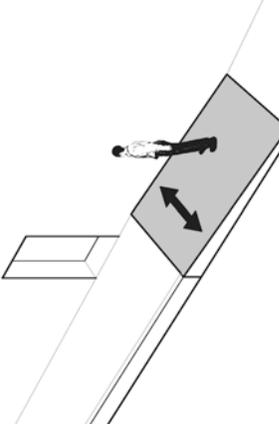
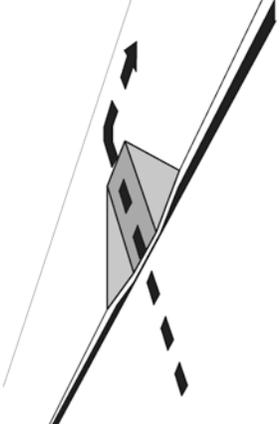
For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

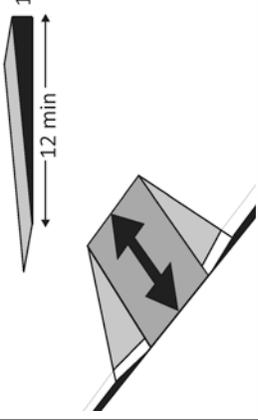
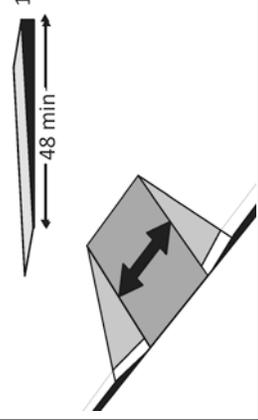
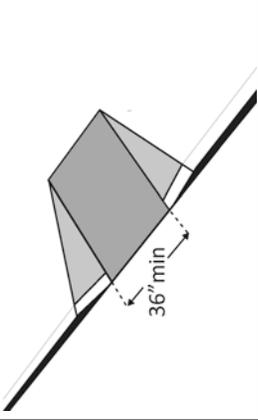
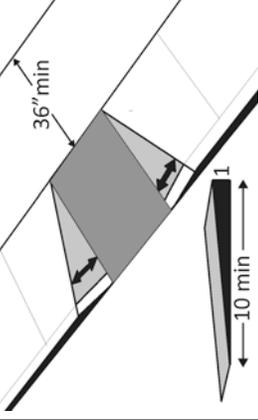
Priority 1 – Approach & Entrance		Comments	Possible Solutions												
<p>1.1 Is there at least one route from site arrival points (parking, passenger loading zones, public sidewalks and public transportation stops) that does not require the use of stairs?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, location of route:</p>	<p>Photo #:</p>	<ul style="list-style-type: none"> • Add a ramp • Regrade to 1:20 maximum slope • Add a lift if site constraints prevent other solutions 												
<p>Parking (2010 Standards – 208 & 502) Note: Accessible parking spaces should be identified by size, access aisle and signage.</p>															
<p>1.2 If parking is provided for the public, are an adequate number of accessible spaces provided?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Total #:</p> <p>Accessible #:</p>	<table border="1"> <thead> <tr> <th>Total Spaces</th> <th>Accessible Spaces</th> </tr> </thead> <tbody> <tr> <td>1 - 25</td> <td>1</td> </tr> <tr> <td>26 - 50</td> <td>2</td> </tr> <tr> <td>51 - 75</td> <td>3</td> </tr> <tr> <td>76 - 100</td> <td>4</td> </tr> <tr> <td colspan="2">100+ see 2010 Standards 208.2</td> </tr> </tbody> </table> <p>Photo #:</p>	Total Spaces	Accessible Spaces	1 - 25	1	26 - 50	2	51 - 75	3	76 - 100	4	100+ see 2010 Standards 208.2		<ul style="list-style-type: none"> • Reconfigure by repainting lines • •
Total Spaces	Accessible Spaces														
1 - 25	1														
26 - 50	2														
51 - 75	3														
76 - 100	4														
100+ see 2010 Standards 208.2															
<p>1.3 Of the accessible spaces, is at least one a van accessible space?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>*For every 6 or fraction of 6 parking spaces required by the table above, at least 1 should be a van accessible space.</p> <p>Photo #:</p>	<p>* If constructed before 3/15/2012, parking is compliant if at least 1 in every 8 accessible spaces is van accessible</p> <ul style="list-style-type: none"> • Reconfigure by repainting lines 												
<p>1.4 Are accessible spaces at least 8 feet wide with an access aisle at least 5 feet wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p>The diagram shows a top-down view of a parking space. A car is parked in a space that is 5 feet wide. To the left of the car is an 8-foot wide access aisle. The total width of the space is 13 feet. The diagram is labeled with '8' min' for the access aisle and '5' min' for the van space.</p>	<ul style="list-style-type: none"> • Reconfigure by repainting lines <p>Two spaces can share an access aisle (check state requirements; some states, such as Connecticut, require an access aisle for</p>												

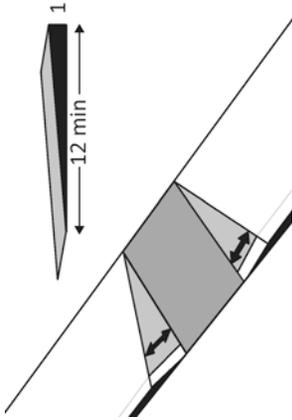
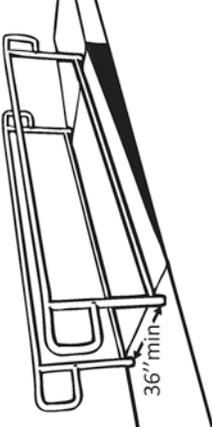
			Photo #:	each space)
<p>1.5 Is the van accessible space: At least 11 feet wide with an access aisle at least 5 feet wide? Or At least 8 feet wide with an access aisle at least 8 feet wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		Photo #:	<ul style="list-style-type: none"> • Reconfigure to provide van-accessible space(s) • •
<p>1.6 Is at least 98 inches of vertical clearance provided for the van accessible space?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		Photo #:	<ul style="list-style-type: none"> • Reconfigure to provide van-accessible space(s) • •
<p>1.7 Are the access aisles marked so as to discourage parking in them?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		Photo #:	<ul style="list-style-type: none"> • Mark access aisles • • <p>The marking method and color may be addressed by state/local requirements</p>
<p>1.8 Is the slope of the accessible parking spaces and access aisles no steeper than 1:48 in all directions?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		Photo #:	<ul style="list-style-type: none"> • Regrade surface • •

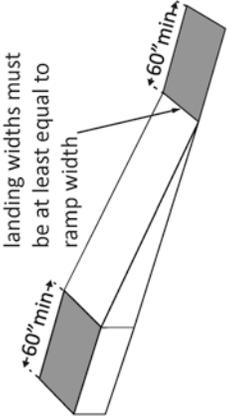
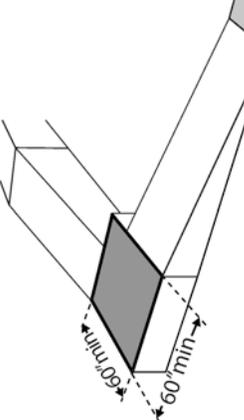
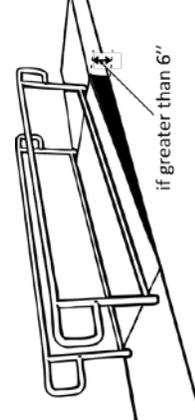
<p>1.9 Do the access aisles adjoin an accessible route?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Create accessible route • Relocate accessible space •
<p>1.10 Are accessible spaces identified with a sign that includes the International Symbol of Accessibility? Is the bottom of the sign at least 60 inches above the ground?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install signs • • <p>The International Symbol of Accessibility is not required on the ground by the 2010 Standards</p>
<p>1.11 Are there signs reading “van accessible” at van accessible spaces?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install signs • •
<p>1.12 Of the total parking spaces, are the accessible spaces located on the closest accessible route to the accessible entrance(s)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Reconfigure spaces • • <p>If parking lot serves multiple entrances, accessible parking should be dispersed</p>

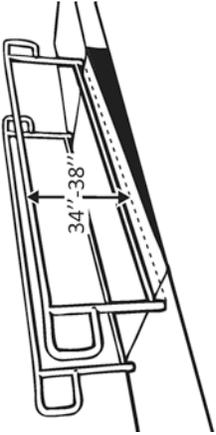
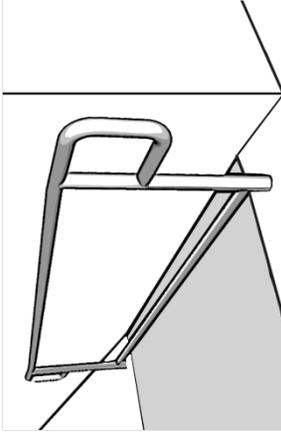
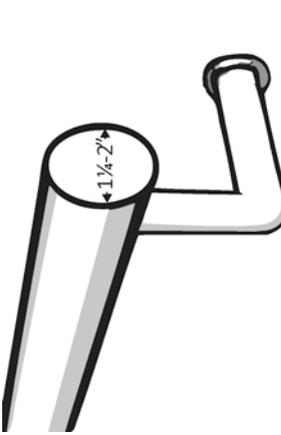
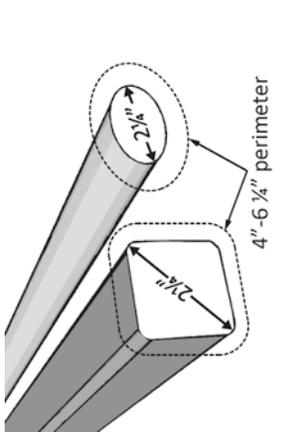
Exterior Accessible Route (2010 Standards – Ch.4)			
<p>1.13 Is the route stable, firm and slip-resistant?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Repair uneven paving • Fill small bumps and breaks with patches • Replace gravel with asphalt or other surface
<p>1.14 Is the route at least 36 inches wide?</p> <p>Note: The accessible route can narrow to 32 inches min. for a max. of 24 inches. These narrower portions of the route must be at least 48 inches from each other.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Change or move landscaping, furnishings or other items • Widen route
<p>1.15 If the route is greater than 200 feet in length and no less than 60 inches wide, is there a passing space no less than 60 x 60 inches?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Widen route for passing space

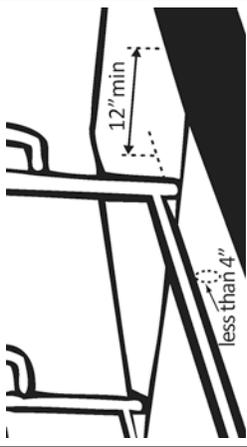
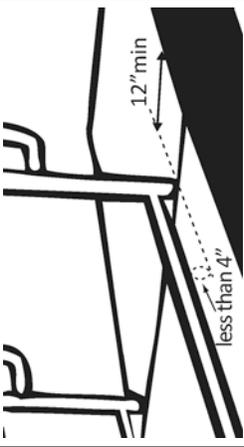
<p>1.16 If there are grates or openings on the route, are the openings no larger than ½ inches to the dominant direction of travel? Is the long dimension perpendicular to the dominant direction of travel?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #: • Replace or move grate • •</p>
<p>1.17 Is the running slope no steeper than 1:20, i.e. for every inch of height change there are at least 20 inches of route run?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #: • Regrade to 1:20 max. • If steeper than 1:20 and no steeper than 1:12, treat as a ramp and add other features such as edge protection and handrails •</p>
<p>1.18 Is the cross slope no steeper than 1:48?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #: • Regrade to 1:48 max. • •</p>
<p>Curb Ramps (2010 Standards – 406)</p>			
<p>1.19 If the accessible route crosses a curb, is there a curb ramp?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #: • Install curb ramp • •</p>

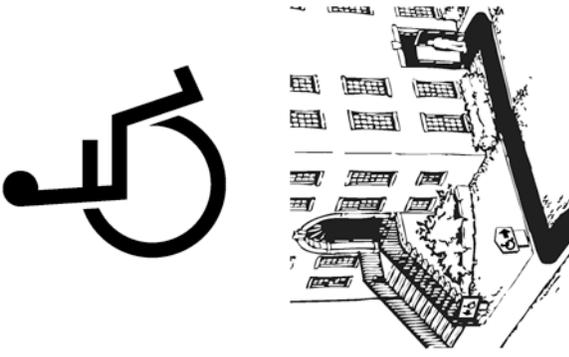
<p>1.20 Is the running slope of the curb ramp no steeper than 1:12, i.e. for every inch of height change there are at least 12 inches of curb ramp run?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Regrade curb ramp • •
<p>1.21 Is the cross slope of the curb ramp, excluding flares, no steeper than 1:48?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Regrade curb ramp • •
<p>1.22 Is the curb ramp, excluding flares, at least 36 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Widen curb ramp • •
<p>1.23 At the top of the curb ramp is there a level landing (slope no steeper than 1:48 in all directions) that is at least 36 inches long and at least as wide as the curb ramp? If there are curb ramp flares, are the slopes of the flares no steeper than 1:10, i.e. for every inch of height change there are</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure • Add ramp flares •

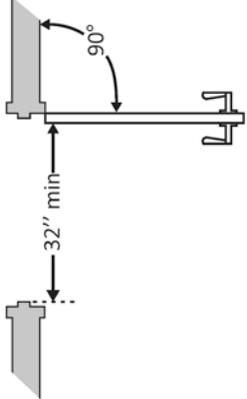
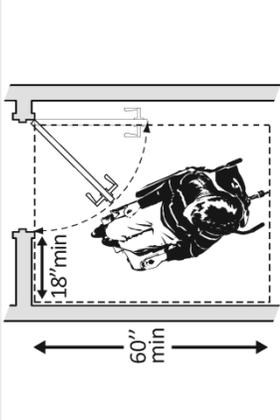
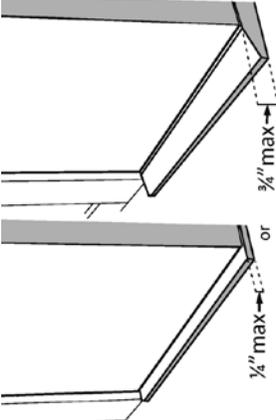
<p>at least 10 inches of flare run?</p>		<p>Photo #:</p>	
<p>1.24 If the landing at the top is less than 36 inches long, are there curb ramp flares? Are the slopes of the flares no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of flare run?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> 	<p>Photo #:</p>	<ul style="list-style-type: none"> • Add ramp flares • Regrade flares •
<p>Ramps (2010 Standards – 405 & 505) Note: If any portion of the accessible route is steeper than 1:20, it should be treated as a ramp.</p>			
<p>1.25 If there is a ramp (other than curb ramps), is it at least 36 inches wide? If there are handrails, measure between the handrails.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> 	<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter ramp • •
<p>1.26 Is the surface stable, firm and slip resistant?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Photo #:</p>	<ul style="list-style-type: none"> • Resurface ramp • •
<p>1.27 For each section of the ramp, is the running slope no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of ramp run? Note: Rises no greater than 3 inches with a slope no steeper than</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> 	<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter or relocate ramp • Lengthen ramp to decrease slope •

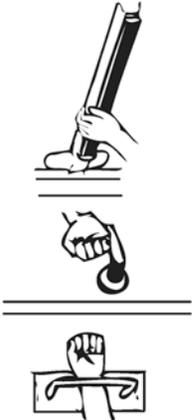
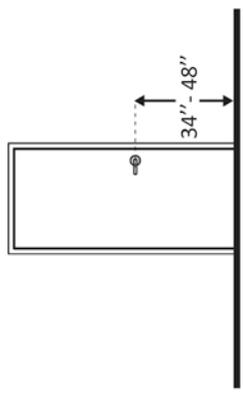
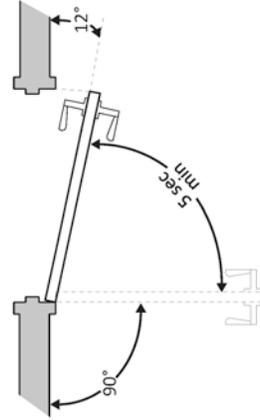
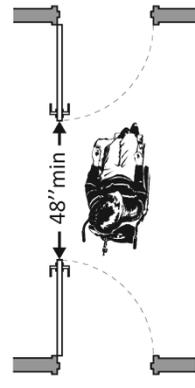
<p>1:8 and rises no greater than 6 inches with a slope no steeper than 1:10 are permitted when such slopes are necessary due to space limitations.</p>			<p>Photo #:</p>	
<p>1.28 Is there a level landing that is at least 60 inches long and at least as wide as the ramp: At the top of the ramp? At the bottom of the ramp?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter ramp • •
<p>1.29 Is there a level landing where the ramp changes direction that is at least 60 x 60 inches?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter ramp • •
<p>1.30 If the ramp has a rise higher than 6 inches, are there handrails on both sides?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Add handrails • • <p>Curb ramps are not required to have handrails</p>

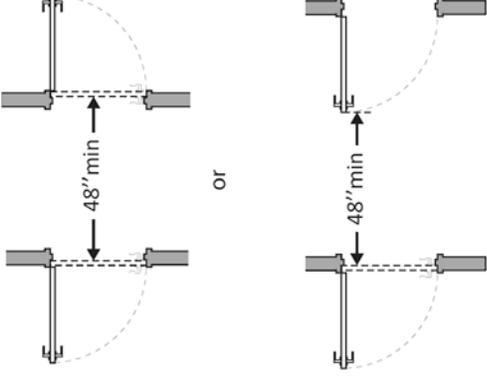
<p>1.31 Is the top of the handrail gripping surface no less than 34 inches and no greater than 38 inches above the ramp surface?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure or replace handrails • •
<p>1.32 Is the handrail gripping surface continuous and not obstructed along the top or sides? Is the bottom of the handrail gripping surface obstructed for no more than 20 percent of its length?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure or replace handrails • •
<p>1.33 If the handrail gripping surface is circular, is it no less than 1 ¼ inches and no greater than 2 inches in diameter?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Replace handrails • •
<p>1.34 If the handrail gripping surface is non-circular, is it no less than 4 inches and no greater than 6 ½ inches in perimeter and no more than 2 ¼ inches in cross section?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Replace handrails • •

<p>1.35 Does the handrail:</p> <p>Extend at least 12 inches horizontally beyond the top and bottom of the ramp?</p> <p>Return to a wall, guard, or landing surface?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Add extensions • Reconfigure handrails •
<p>1.36 To prevent wheelchair casters and crutch tips from falling off:</p> <p>Does the surface of the ramp extend at least 12 inches beyond the inside face of the handrail?</p> <p>Or</p> <p>Is there a curb or barrier that prevents the passage of a 4-inch diameter sphere?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Add curb • Add barrier • Extend ramp width •
<p>Entrance (2010 Standards – 404)</p>				
<p>1.37 Is the main entrance accessible?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Redesign to make it accessible • •

<p>1.38 If the main entrance is not accessible, is there an alternative accessible entrance? Can the alternative accessible entrance be used independently and during the same hours as the main entrance?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Designate an entrance and make it accessible • Ensure that accessible entrance can be used independently and during the same hours as the main entrance
<p>1.39 Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install signs • Install signs on route before people get to inaccessible entrances so that people do not have to turn around and retrace route
<p>1.40 If not all entrances are accessible, is there a sign at the accessible entrance with the International Symbol of Accessibility?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install sign • •

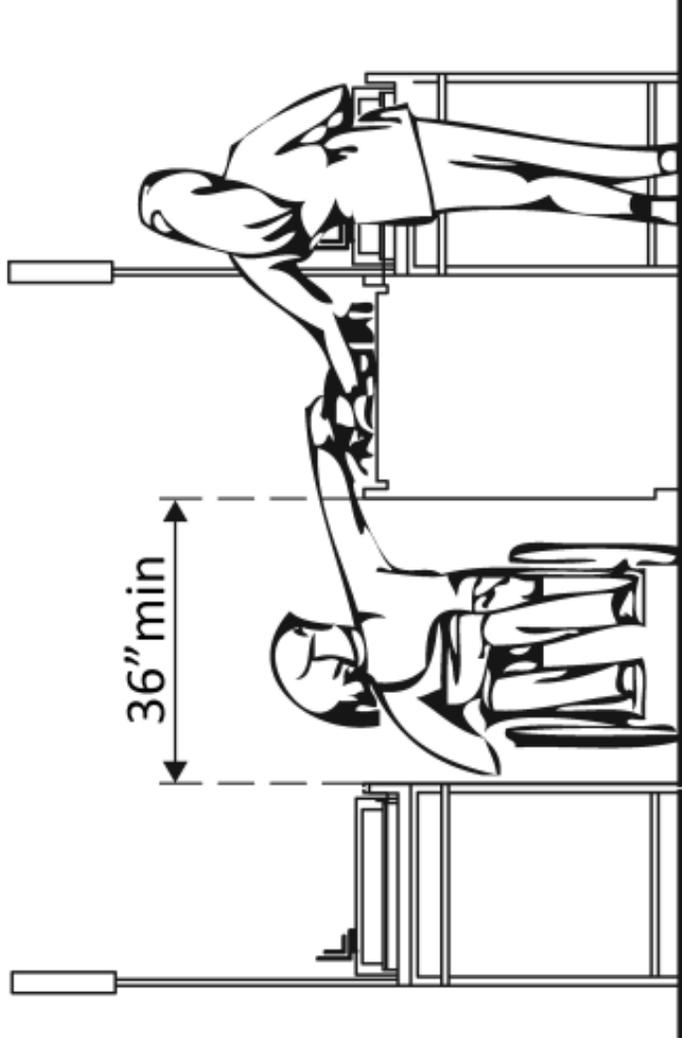
<p>1.41 Is the clear opening width of the accessible entrance door at least 32 inches, between the face of the door and the stop, when the door is open 90 degrees?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter door • Install offset hinges •
<p>1.42 If there is a front approach to the pull side of the door, is there at least 18 inches of maneuvering clearance beyond the latch side plus at least 60 inches clear depth?</p> <p>On both sides of the door, is the ground or floor surface of the maneuvering clearance level (no steeper than 1:48)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <p>See 2010 Standards 404.2.4 for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door</p> <ul style="list-style-type: none"> • Remove obstructions • Reconfigure walls • Add automatic door opener
<p>1.43 Is the door threshold edge no more than ¼ inch high?</p> <p>Or</p> <p>No more than ¾ inch high if slope is beveled no steeper than 1:2?</p> <p>Note: The first ¼ inch of the threshold may be vertical; the rest must be beveled.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Remove or replace threshold • •

<p>1.44 Is the door equipped with hardware, including locks, that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Replace inaccessible knob with lever, loop or push hardware • Add automatic door opener
<p>1.45 Are the operable parts of the door hardware no less than 34 inches and no greater than 48 inches above the floor or ground surface?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Change hardware height
<p>1.46 If the door has a closer, does it take at least 5 seconds to close from an open position of 90 degrees to a position of 12 degrees from the latch?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust closer
<p>1.47 If there are two doors in a series, e.g. vestibule, is the distance between the doors at least 48 inches plus the width of the doors when swinging into the space?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>	 <p>or</p>	<p>Photo #:</p> <ul style="list-style-type: none"> • Remove inner door • Change door swing

			<p>Photo #:</p>	
<p>1.48 If provided at the building entrance, are carpets or mats no higher than 1/2 inch thick?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Replace or remove mats • •
<p>1.49 Are edges of carpets or mats securely attached to minimize tripping hazards?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Secure carpeting or mats at edges • •

ADA Checklist for Readily Achievable Barrier Removal

Priority 2 – Access to Goods & Services



Project _____

Building _____

Location _____

Date _____

Surveyors _____

Contact Information _____

The layout of the building should allow people with disabilities to obtain goods and services and to participate in activities without assistance.



Institute for Human Centered Design
www.HumanCenteredDesign.org

November 2011

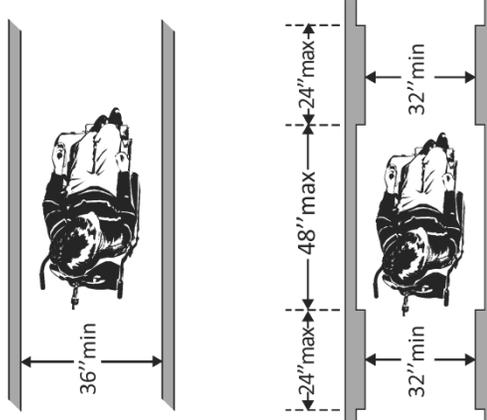


ADA National Network
Questions on the ADA 800-949-4232 voice/tty
www.ADAchecklist.org

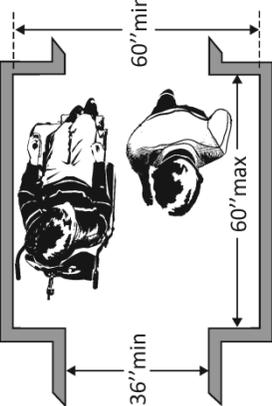
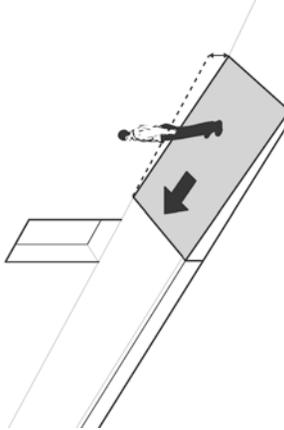
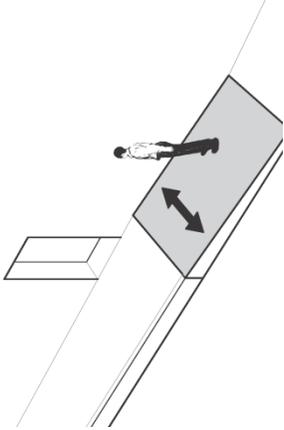
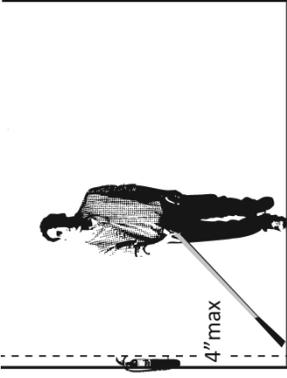
This checklist was produced by the New England ADA Center, a project of the Institute for Human Centered Design and a member of the ADA National Network. This checklist was developed under a grant from the Department of Education, NIDRR grant number H133A060092-09A. However the contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

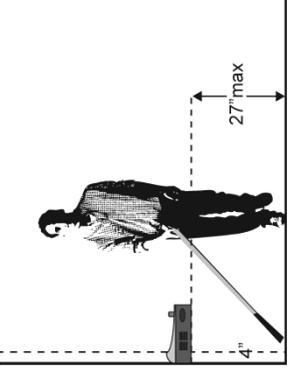
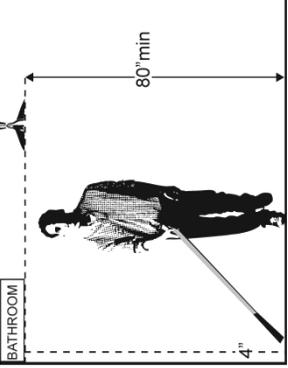
For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

Priority 2 – Access to Goods & Services		Comments	Possible Solutions
2.1	Does the accessible entrance provide direct access to the main floor, lobby and elevator? <input type="checkbox"/> Yes <input type="checkbox"/> No	Photo #:	<ul style="list-style-type: none"> • Create accessible route • •
Interior Accessible Route (2010 Standards – Ch.4)			
2.2	Are all public spaces on at least one accessible route? <input type="checkbox"/> Yes <input type="checkbox"/> No	Photo #:	<ul style="list-style-type: none"> • Create accessible route • •
2.3	Is the route stable, firm and slip-resistant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Photo #:	<ul style="list-style-type: none"> • Repair uneven surfaces • •
2.4	Is the route at least 36 inches wide? Note: The accessible route can narrow to 32 inches min. for a max. of 24 inches. These narrower portions of the route must be at least 48 inches from each other.		Photo #:
	Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No		<ul style="list-style-type: none"> • Widen route • •

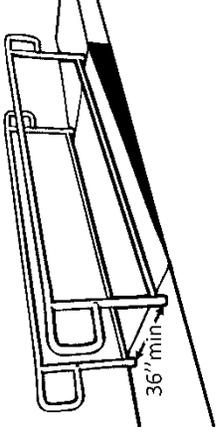
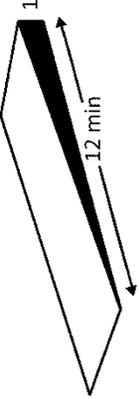
ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

<p>2.5 If the route is greater than 200 feet in length and no less than 36 inches wide, is there a passing space no less than 60 x 60 inches?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Widen route for passing space • •
<p>2.6 Is the running slope no steeper than 1:20, i.e. for every inch of height change there are at least 20 inches of route run?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Regrade • If steeper than 1:20 and no steeper than 1:12, treat as ramp and add other features such as edge protection and handrails •
<p>2.7 Is the cross slope no steeper than 1:48?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Regrade • •
<p>2.8 Do all objects on circulation paths through public areas, e.g. fire extinguishers, drinking fountains, signs, etc., protrude no more than 4 inches into the path? Or If an object protrudes more than 4 inches, is the bottom leading edge at 27 inches or lower above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>	 <p style="text-align: center;">Or</p> <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Remove object • Add tactile warning such as permanent planter or partial walls •

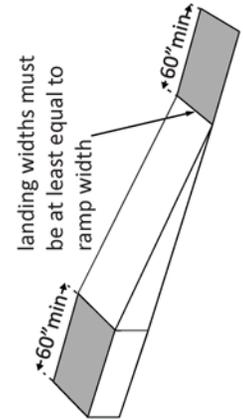
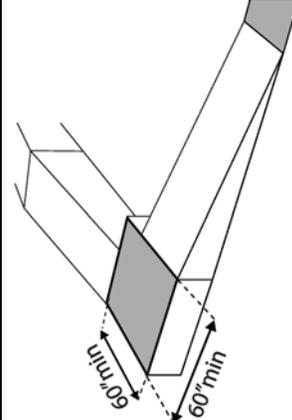
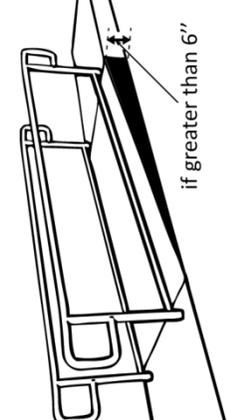
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<p>Or</p> <p>Is the bottom leading edge at 80 inches or higher above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p>Or</p> 	<p>Photo #:</p>	<p>*Vertical access is not required in new construction or alterations if a facility is less than three stories or has less than 3,000 square feet per story, unless a facility is a shopping center, shopping mall, professional office of a health care provider, transportation terminal, state facility or government facility</p> <ul style="list-style-type: none"> • Install if necessary
<p>2.9 Are there elevators or platform lifts to all public stories?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			

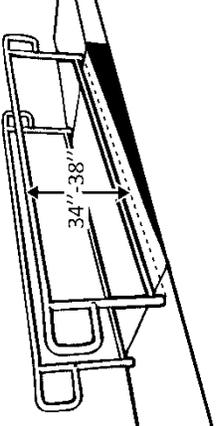
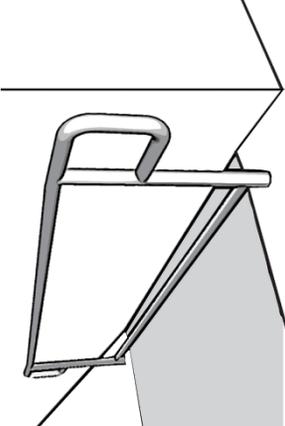
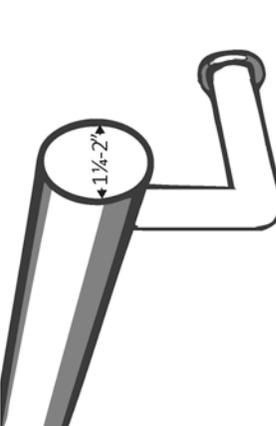
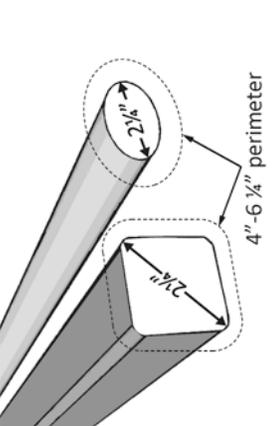
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			Photo #:	
Ramps (2010 Standards 404 & 505)				
2.10 If there is a ramp, is it at least 36 inches wide? If there are handrails, measure between the handrails.	<input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:		Photo #:	<ul style="list-style-type: none"> Alter ramp
2.11 Is the surface stable, firm and slip resistant?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Photo #:	<ul style="list-style-type: none"> Change surface
2.12 For each section of the ramp, is the running slope no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of ramp run? Note: Rises no greater than 3 inches with a slope no steeper than 1:8 and rises no greater than 6 inches with a slope no steeper than 1:10 are permitted when due to space limitations.	<input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:		Photo #:	<ul style="list-style-type: none"> Lengthen ramp to decrease slope Reconfigure ramp to include switchbacks Relocate ramp

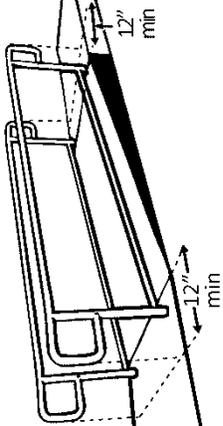
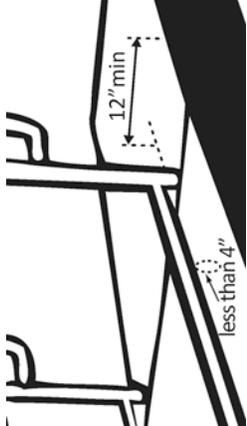
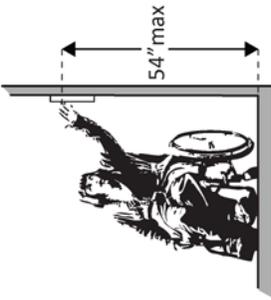
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<p>2.13 Is there a level landing that is at least 60 inches long and at least as wide as the ramp:</p> <p>At the top of the ramp?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p>At the bottom of the ramp?</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Alter ramp • Relocate ramp •
<p>2.14 Is there a level landing where the ramp changes direction that is at least 60 x 60 inches?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Increase landing size • •
<p>2.15 If the ramp has a rise higher than 6 inches are there handrails on both sides?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Add handrails • •

ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

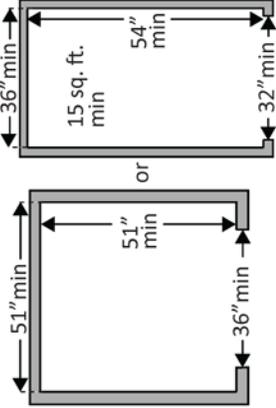
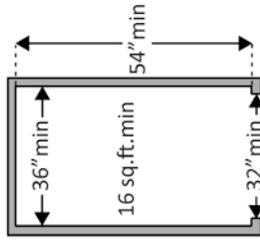
<p>2.16 Is the top of the handrail gripping surface no less than 34 inches and no greater than 38 inches above the ramp surface?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust handrail height
<p>2.17 Is the handrail gripping surface continuous and not obstructed along the top or sides? If there are obstructions, is the bottom of the handrail gripping surface obstructed by no more than 20%?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Regrade to 1:20 max • If steeper than 1:20 and no steeper than 1:12, treat as a ramp and add other features such as edge protection and handrails
<p>2.18 If the handrail gripping surface is circular, is it no less than 1 ¼ inches and no greater than 2 inches in diameter?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter handrails
<p>2.19 If the handrail gripping surface is non-circular, is it no less than 4 inches and no greater than 6 ½ inches in perimeter and no more than 2 ¼ inches in cross section?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter handrails

ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

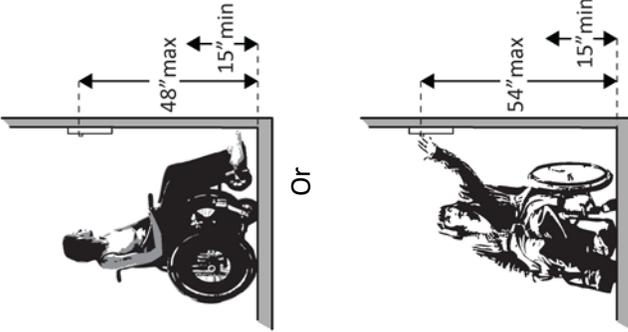
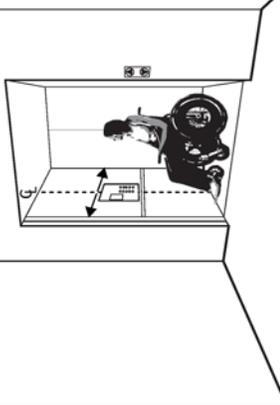
<p>2.20 Does the handrail:</p> <p>Extend at least 12 inches beyond the top and bottom of the ramp?</p> <p>Return to a wall, guard, or landing surface?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<ul style="list-style-type: none"> • Alter handrails • • <p>If a 12" extension would be hazardous (in circulation path), it is not required</p> <p>Photo #:</p>
<p>2.21 To prevent wheelchair casters and crutch tips from falling off:</p> <p>Does the surface of the ramp extend at least 12 inches beyond the inside face of the handrail?</p> <p>Or</p> <p>Is there a curb or barrier that prevents the passage of a 4-inch diameter sphere?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Add curb • Add barrier • Extend ramp width • • <p>Photo #:</p>
<p>Elevators – Full Size & LULA (limited use, limited application) (2010 Standards – 407 & 408) Note: LULA elevators are often used in alterations.</p>			
<p>2.22 If there is a full size or LULA elevator, are the call buttons no higher than 54 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Change call button height • • <p>Photo #:</p>
<p>2.23 If there is a full size or LULA elevator, does the sliding door reopen automatically when obstructed by an object or person?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>* If constructed before 3/15/2012 and manually operated, the door is not required to reopen automatically</p>

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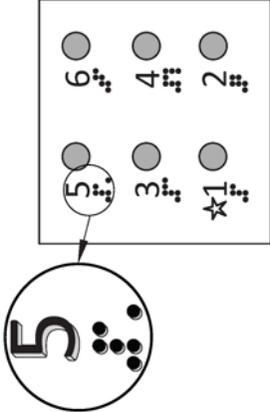
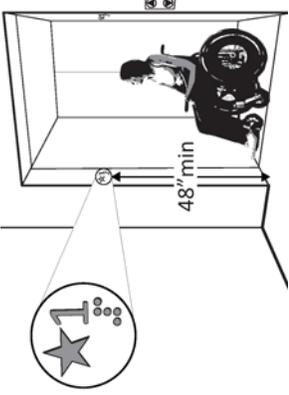
		Photo #:	<ul style="list-style-type: none"> • Install opener
<p>2.24 If there is a LULA elevator with a swinging door: Is the door power- operated? Does the door remain open for at least 20 seconds when activated?</p>	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No Time: </p>	Photo #:	<ul style="list-style-type: none"> • Add power operated door • Adjust opening time
<p>2.25 If there is a full size elevator: Is the interior at least 54 inches deep by at least 36 inches wide with at least 16 sq. ft. of clear floor area? Is the door opening width at least 32 inches?</p>	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: </p>	Photo #:	<ul style="list-style-type: none"> • Replace elevator
<p>2.26 If there is a LULA elevator, is the interior: At least 51 x 51 inches with a door opening width of at least 36 inches? Or At least 54 inches deep by at least 36 inches wide with at least 15 sq. ft. of clear floor</p>	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: </p>	Photo #:	<ul style="list-style-type: none"> • Replace elevator

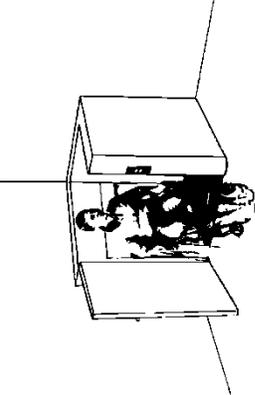
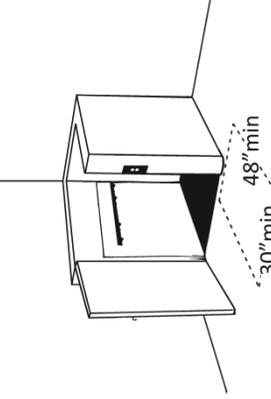
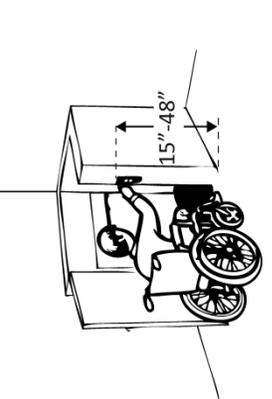
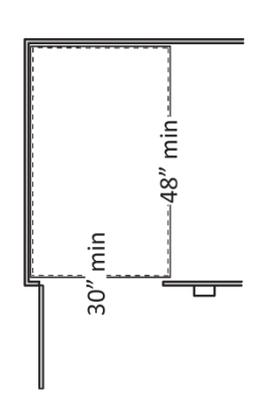


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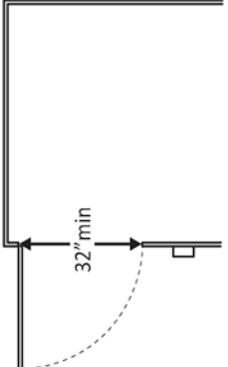
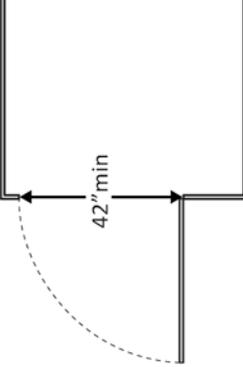
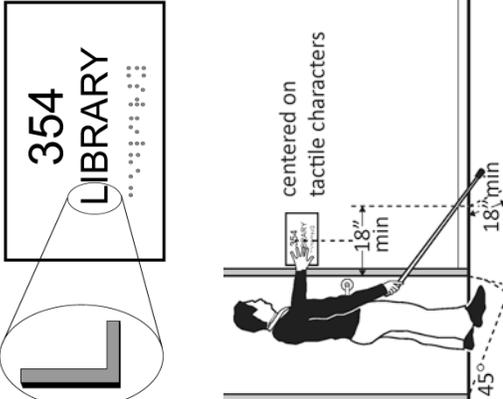
area and a door opening width of at least 32 inches?		Photo #:	Photo #:
<p>2.27 If there is a full size or LULA elevator, are the in-car controls:</p> <p>No less than 15 inches and no greater 48 inches above the floor?</p> <p>Or</p> <p>Up to 54 inches above the floor for a parallel approach?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Change control height • •
<p>2.28 If there is a LULA elevator, are the in-car controls centered on a side wall?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Reconfigure controls • •

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<p>2.29 If there is a full size or LULA elevator:</p> <p>Are the car control buttons designated with raised characters?</p> <p>Are the car control buttons designated with Braille?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Add raised characters • Add Braille
<p>2.30 If there is a full size or LULA elevator, are there audible signals which sound as the car passes or is about to stop at a floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Photo #:</p>	<ul style="list-style-type: none"> • Install audible signals
<p>2.31 If there is a full size or LULA elevator:</p> <p>Is there a sign on both door jams at every floor identifying the floor?</p> <p>Is there a tactile star on both jams at the main entry level?</p> <p>Do text characters contrast with their backgrounds?</p> <p>Are text characters raised?</p> <p>Is there Braille?</p> <p>Is the sign mounted between 48 inches to the baseline of the lowest character and 60 inches to the baseline of the highest character above the floor?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install signs • Change sign height <p>* If constructed before 3/15/2012 and mounted no higher than 60 inches to the centerline of the sign, relocation is not required</p>

Platform Lifts (2010 Standards – 410)				
<p>2.32 If a lift is provided, can it be used without assistance from others?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Reconfigure so independently operable • • 	
<p>2.33 Is there a clear floor space at least 30 inches wide by at least 48 inches long for a person using a wheelchair to approach and reach the controls to use the lift?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Remove obstructions • • 	
<p>2.34 Are the lift controls no less than 15 inches and no greater than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Change control height • • 	
<p>2.35 Is there a clear floor space at least 30 inches wide by at least 48 inches long inside the lift?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Replace lift • • 	

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<p>2.36 If there is an end door, is the clear opening width at least 32 inches?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> Alter door width
<p>2.37 If there is a side door, is the clear opening width at least 42 inches?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> Alter door width
<p>Signs (2010 Standards – 703) Note: “Tactile characters” are read using touch, i.e. raised characters and Braille.</p>				
<p>2.38 If there are signs designating permanent rooms and spaces not likely to change over time, e.g. room numbers and letters, room names, and exit signs:</p> <p>Do text characters contrast with their backgrounds?</p> <p>Are text characters raised?</p> <p>Is there Braille?</p> <p>Is the sign mounted: On the wall on the latch side of the door?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> Install tactile sign Relocate sign

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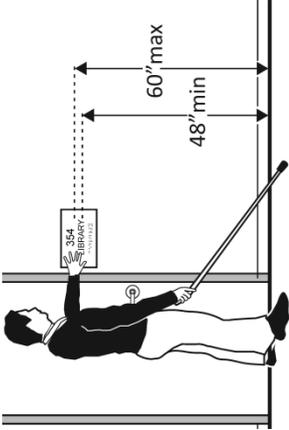
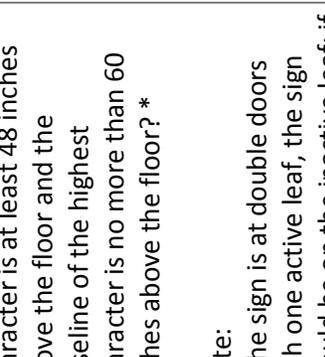
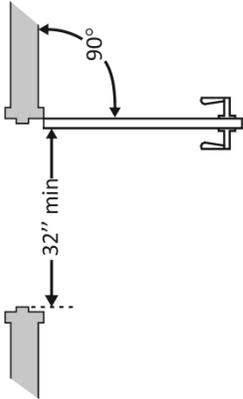
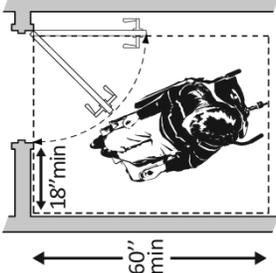
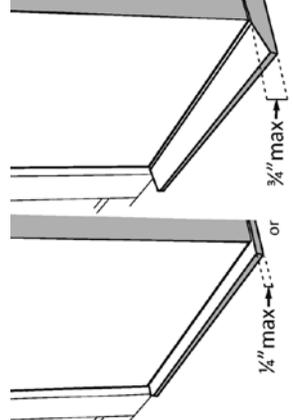
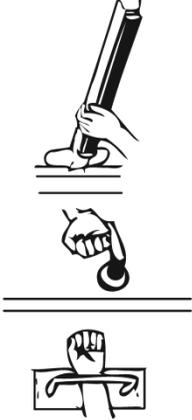
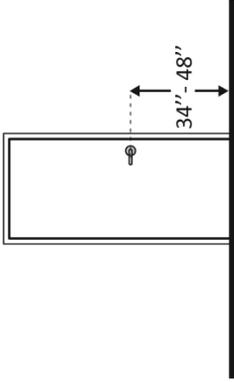
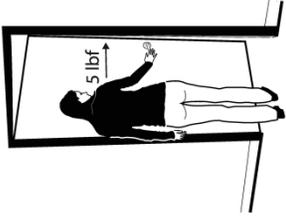
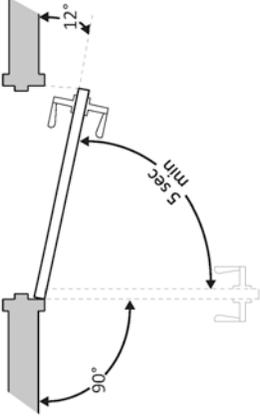
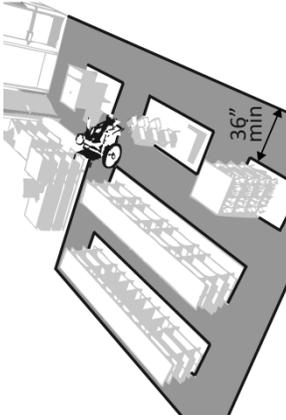
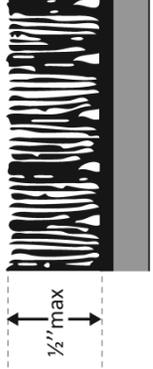
<p>Note: Signs are permitted on the push side of doors with closers and without hold-open devices.</p> <p>With clear floor space beyond the arc of the door swing between the closed position and 45-degree open position, at least 18 x 18 inches centered on the tactile characters?*</p> <p>So the baseline of the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor? *</p> <p>Note: If the sign is at double doors with one active leaf, the sign should be on the inactive leaf; if both leaves are active, the sign should be on the wall to the right of the right leaf.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>*If constructed before 3/15/2010 and a person may approach within 3 inches of the sign without encountering protruding objects or standing within the door swing, relocation not required</p> <p>*If constructed before 3/15/2012 and mounted no higher than 60 inches to the centerline of the sign, relocation not required</p>
<p>2.39</p> <p>If there are signs that provide direction to or information about interior spaces:</p> <p>Do text characters contrast with their backgrounds?</p> <p>Is the sign mounted so that characters are at least 40 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <p>• Install signs with contrasting characters</p> <p>• Change sign height</p> <p>• Raised characters and Braille are not required</p>

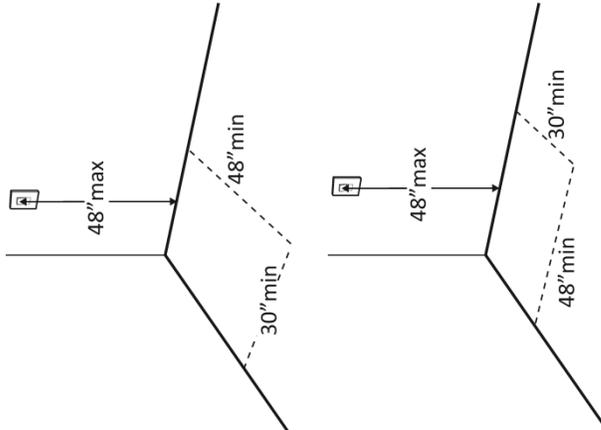
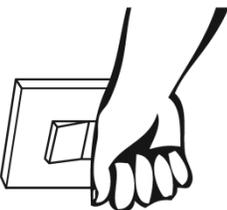
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Interior Doors – to classrooms, medical exam rooms, conference rooms, etc. (2010 Standards – 404)			
<p>2.40 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<ul style="list-style-type: none"> • Install offset hinges • Alter the doorway •
<p>2.41 If there is a front approach to the pull side of the door, is there at least 18 inches of maneuvering clearance beyond the latch side plus at least 60 inches clear depth? On both sides of the door, is the floor surface of the maneuvering clearance level (no steeper than 1:48)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<ul style="list-style-type: none"> • Remove obstructions • Reconfigure walls • Add automatic door opener <p>See 2010 Standards 404.2.4 for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door</p>
<p>2.42 Is the door threshold edge no more than ¼ inch high? Or No more than ¾ inch high if slope is beveled no steeper than 1:2? Note: The first ¼ inch of the</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<ul style="list-style-type: none"> • Remove or replace threshold • •

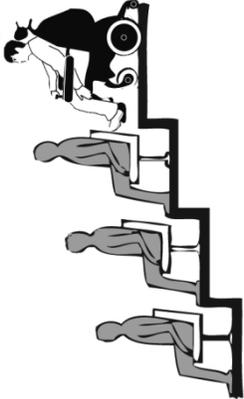
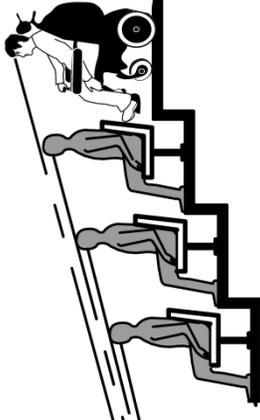
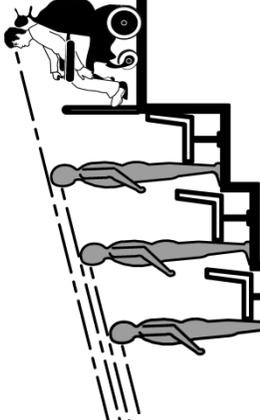
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<p>threshold may be vertical; the rest must be beveled.</p>			<p>Photo #:</p>	
<p>2.43 Is the door equipped with hardware that is operable with one hand and does not require tight grasping, pinching and twisting of the wrist?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Replace inaccessible knob with lever, loop or push hardware • Add automatic door opener
<p>2.44 Are the operable parts of the hardware no less than 34 inches and no greater than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Change hardware height
<p>2.45 Can the door be opened easily (5 pounds maximum force)?</p> <p>Note: You can use a pressure gauge or fish scale to measure force. If you do not have a pressure gauge or fish scale you will need to judge whether the door is easy to open.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust or replace closers • Install lighter doors • Install power-assisted or automatic door openers

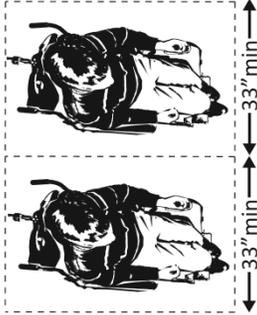
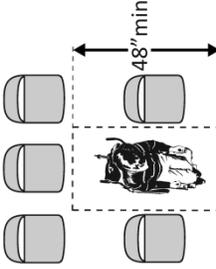
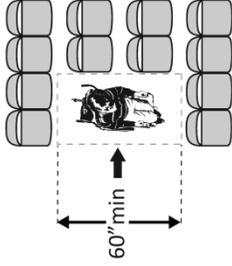
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<p>2.46 If the door has a closer, does it take at least 5 seconds to close from an open position of 90 degrees to a position of 12 degrees from the latch?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust closer • •
<p>Rooms and Spaces – stores, supermarkets, libraries, etc. (2010 Standards – 302, 304, & 402)</p>				
<p>2.47 Are aisles and pathways to goods and services, and to one of each type of sales and service counters, at least 36 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Rearrange goods, equipment and furniture • •
<p>2.48 Are floor surfaces stable, firm and slip resistant?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Change floor surface • •
<p>2.49 If there is carpet: Is it no higher than 1/2 inch? Is it securely attached along the edges?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Replace carpet • •

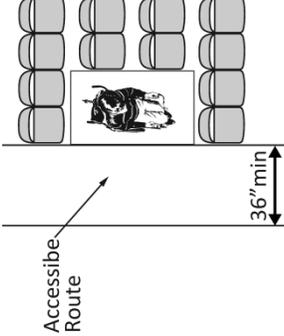
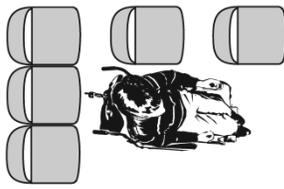
Controls – light switches, security and intercom systems, emergency/alarm boxes, etc. (2010 Standards – 309)			
<p>2-50 Is there a clear floor space at least 30 inches wide by at least 48 inches long for a forward or parallel approach?</p> <p>Are the operable parts no higher than 48 inches above the floor?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Change height of control • • <p>*If constructed before 3/15/2012 and a parallel approach is provided, controls can be 54 inches above the floor</p>
<p>2-51 Can the control be operated with one hand and without tight grasping, pinching, or twisting of the wrist?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<ul style="list-style-type: none"> • Replace control • •

Seating: Assembly Areas – theaters, auditoriums, stadiums, theater style classrooms, etc. (2010 Standards – 221 & 802)													
<p>2.52 Are an adequate number of wheelchair spaces provided?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Total #:</p> <p>Wheelchair #:</p>	<table border="1"> <thead> <tr> <th># of Seats</th> <th>Wheelchair Spaces</th> </tr> </thead> <tbody> <tr> <td>4 - 25</td> <td>1</td> </tr> <tr> <td>26 - 50</td> <td>2</td> </tr> <tr> <td>51 - 150</td> <td>4</td> </tr> <tr> <td>151 - 300</td> <td>5</td> </tr> </tbody> </table> <p>300+ see 2010 Standards 221.2.1.</p> <p>Photo #:</p>	# of Seats	Wheelchair Spaces	4 - 25	1	26 - 50	2	51 - 150	4	151 - 300	5	<ul style="list-style-type: none"> • Reconfigure to add wheelchair spaces • •
# of Seats	Wheelchair Spaces												
4 - 25	1												
26 - 50	2												
51 - 150	4												
151 - 300	5												
<p>2.53 Are wheelchair spaces dispersed to allow location choices and viewing angles equivalent to other seating, including specialty seating areas that provide distinct services and amenities?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	 <p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure to disperse wheelchair spaces • • 										
<p>2.54 Where people are expected to remain seated, do people in wheelchair spaces have a clear line of sight over and between the heads of others in front of them?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	 <p>Photo #:</p>	<ul style="list-style-type: none"> • Alter for line of sight • • 										
<p>2.55 Where people are expected to stand, do people in wheelchair spaces have a clear line of sight over and between the heads of others in front of them?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	 <p>Photo #:</p>	<ul style="list-style-type: none"> • Alter for line of sight • • 										

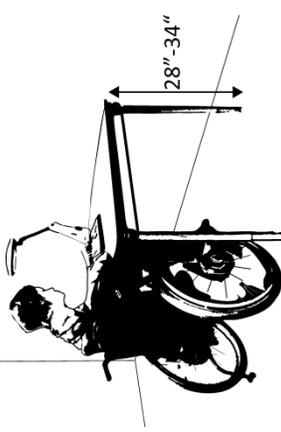
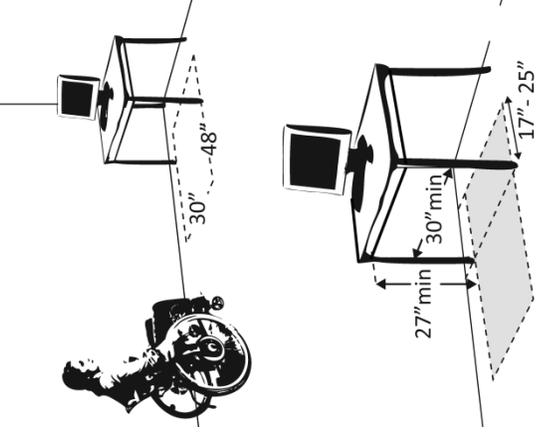
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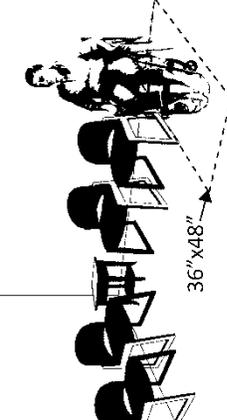
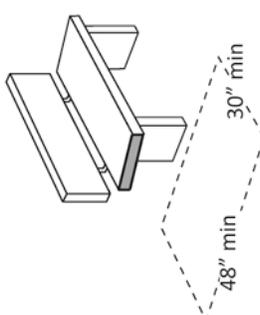
<p>2.56 If there is a single wheelchair space, is it at least 36 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter space • •
<p>2.57 If there are two adjacent wheelchair spaces, are they each at least 33 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter spaces • •
<p>2.58 If the wheelchair space can be entered from the front or rear, is it at least 48 inches deep?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter space • •
<p>2.59 If the wheelchair space can only be entered from the side, is it at least 60 inches deep?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter space • •

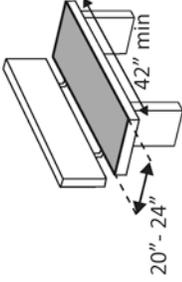
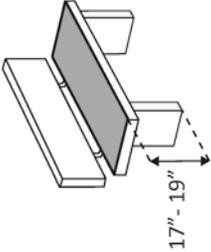
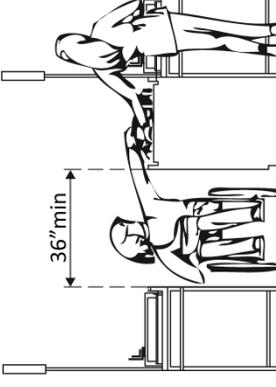
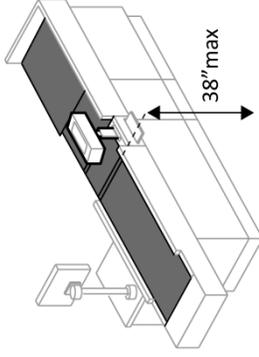
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<p>2.60 Do wheelchair spaces adjoin, but not overlap, accessible routes?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>• Alter spaces</p> <ul style="list-style-type: none"> • •
<p>2.61 Is there at least one companion seat for each wheelchair space?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Photo #:</p>	<p>• Add companion seats</p> <ul style="list-style-type: none"> • •
<p>2.62 Is the companion seat located so the companion is shoulder-to-shoulder with the person in a wheelchair?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>• Alter seating</p> <ul style="list-style-type: none"> • •
<p>2.63 Is the companion seat equivalent in size, quality, comfort and amenities to seating in the immediate area?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Photo #:</p>	<p>• Add equivalent seating</p> <ul style="list-style-type: none"> • •
<p>Seating: At dining surfaces (restaurants, cafeterias, bars, etc.) and non-employee work surfaces (libraries, conference rooms, etc.) (2010 Standards – 226 & 902)</p>			
<p>2.64 Are at least 5%, but no fewer than one, of seating and standing spaces accessible for people who use wheelchairs?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Total #: Wheelchair #:</p>	<p>Photo #:</p>	<p>• Alter to provide accessible spaces</p> <ul style="list-style-type: none"> • •

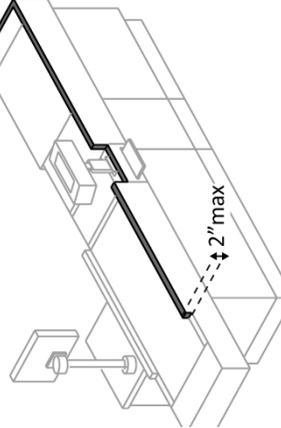
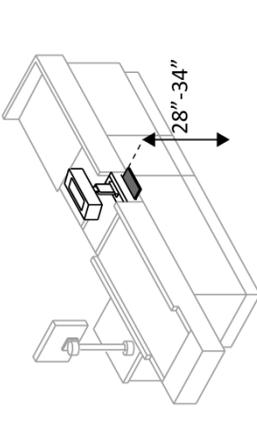
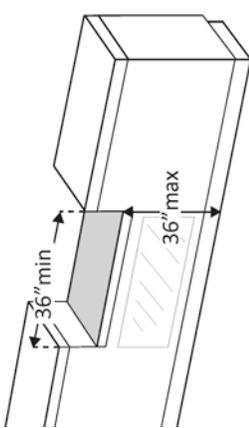
ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

<p>2.65 Is there a route at least 36 inches wide to accessible seating?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p>36" min</p> <p>Photo #:</p>	<ul style="list-style-type: none"> • Widen route • •
<p>2.66 At the accessible space(s), is the top of the accessible surface no less than 28 inches and no greater than 34 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p>28"-34"</p> <p>Photo #:</p>	<ul style="list-style-type: none"> • Alter surface height • •
<p>2.67 Is there a clear floor space at least 30 inches wide by at least 48 inches long for a forward approach? Does it extend no less than 17 inches and no greater than 25 inches under the surface? Is there knee space at least 27 inches high and at least 30 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p>30" - 48"</p> <p>27" min 30" min</p> <p>17" - 25"</p> <p>Photo #:</p>	<ul style="list-style-type: none"> • Alter table or work surface • Add accessible table or work surface •

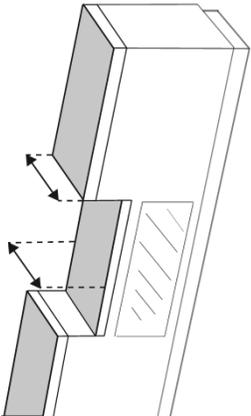
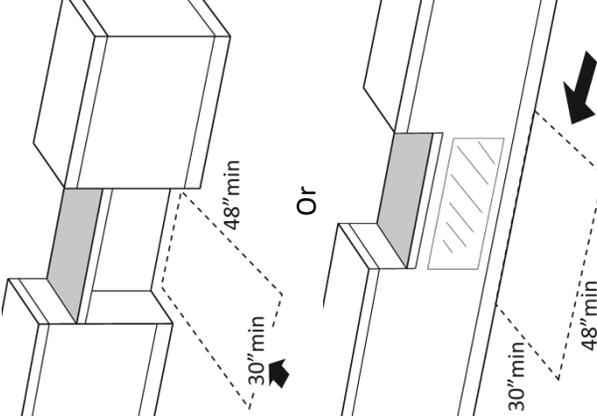
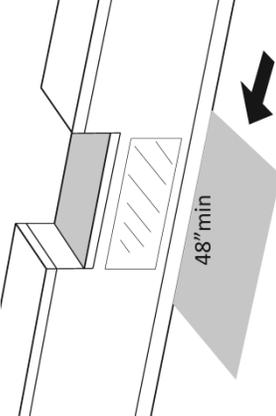
Seating: General – reception areas, waiting rooms, etc. (2010 Standards – 801)			
<p>2.68 Is there at least one space at least 36 inches wide by at least 48 inches long for a person in a wheelchair?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p style="text-align: center;">36" x 48"</p>	<p>• Move furniture and equipment to provide space</p> <p>•</p> <p>•</p> <p style="text-align: right;">Photo #:</p>
Benches – In locker rooms, dressing rooms, fitting rooms (2010 Standards – 803 & 903)			
<p>2.69 In locker rooms, dressing rooms and fitting rooms, is there at least one room with a bench?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p style="text-align: right;">Photo #:</p>	<p>• Add bench</p> <p>•</p> <p>•</p>
<p>2.70 Is there a clear floor space at least 30 inches wide by at least 48 inches long at the end of the bench and parallel to the short axis of the bench?</p> <p>Is the bench seat at least 42 inches long and no less than 20 inches and no greater than 24 inches deep?</p> <p>Does the bench have back support or is it affixed to a wall?</p> <p>Is the top of the bench seat no less than 17 inches and no</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <p>• Move bench</p> <p>• Replace bench</p> <p>• Affix bench to wall</p> <p>•</p> <p>•</p>

<p>greater than 19 inches above the floor?</p>	<p>Measurement:</p>	 	<p>Photo #:</p>	
<p>Check-Out Aisles – supermarkets, large retail stores, etc. (2010 Standards – 904)</p>				
<p>2.71 Is the aisle at least 36 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Widen aisle • •
<p>2.72 Is the counter surface of at least one aisle no higher than 38 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Lower counter • •

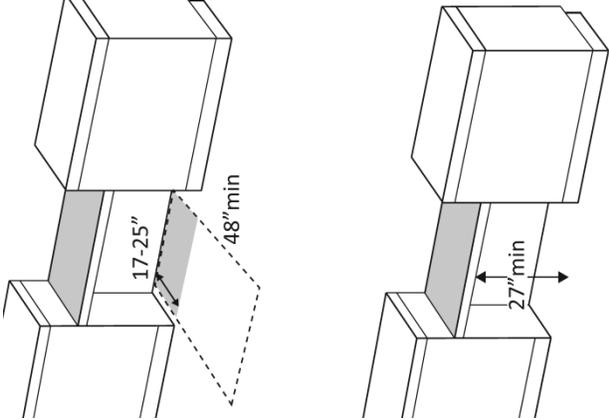
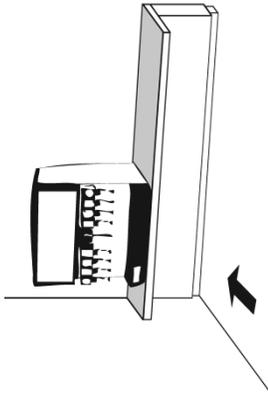
ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

<p>2.73 Is the top of the counter edge protection no higher than 2 inches above the counter surface?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>• Lower edge protection • •</p>
<p>2.74 If there is a check writing surface, is the top no less than 28 inches and no greater than 34 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>• Alter check writing surface • •</p>
<p>2.75 If there is more than one check-out aisle is there a sign with the International Symbol of Accessibility at the accessible aisle?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>• Add sign • •</p>
<p>Sales & Service Counters – banks, stores, dry cleaners, auto repair shops, fitness clubs, etc. (2010 Standards – 904)</p>			
<p>2.76 Is there a portion of at least one of each type of counter that is: No higher than 36 inches above the floor? At least 36 inches long?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>• Lower section of counter • Lengthen section of counter •</p>

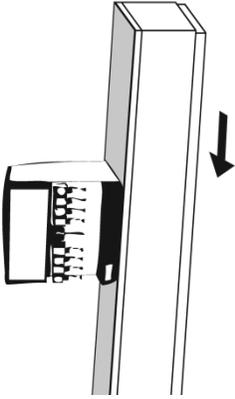
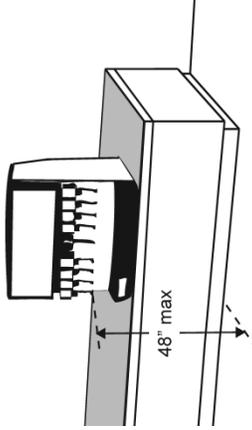
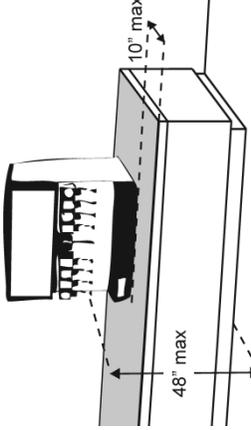
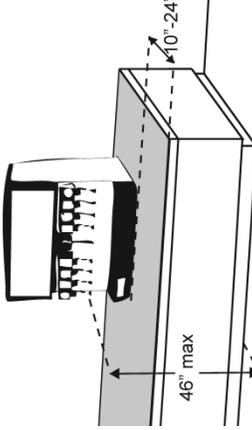
ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

<p>2.77 Does the accessible portion of the counter extend the same depth as the counter top?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter accessible portion • •
<p>2.78 Is there a clear floor space at least 30 inches wide by at least 48 inches long for a forward or parallel approach?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Parallel Measurement: <input type="checkbox"/> Forward Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Reconfigure to provide a parallel or forward approach • •
<p>2.79 For a parallel approach, is the clear floor space positioned with the 48 inches adjacent to the accessible length of counter?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • If a parallel approach is not possible, a forward approach is required • •

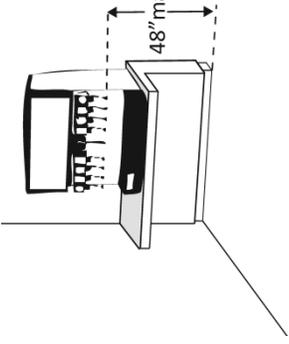
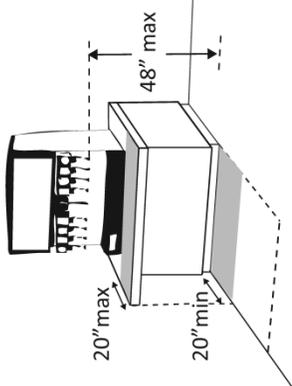
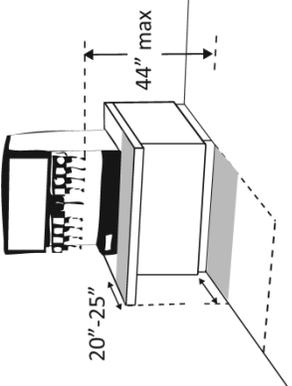
ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

<p>2.80 For a forward approach:</p> <p>Do no less than 17 and no greater than 25 inches of the clear floor space extend under the accessible length of the counter?</p> <p>Is there at least 27 inches clearance from the floor to the bottom of the counter?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>	 <p style="text-align: right;">Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure to provide knee clearance • •
<p>Food Service Lines – in cafeterias, salad bars, eat-in fast food establishments, etc. (2010 Standards – 904)</p>			
<p>2.81 Does at least one of each type of self-service shelf or dispensing device for tableware, dishware, condiments, food and beverages have a forward or parallel approach?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Forward</p> <p><input type="checkbox"/> Parallel</p>	 <p style="text-align: center;">Or</p>	<ul style="list-style-type: none"> • Reconfigure to provide approach • •

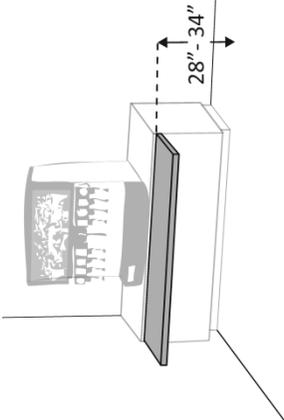
ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

			Photo #:
<p>2.82 If there is an unobstructed parallel approach, is the shelf or dispensing device no higher than 48 inches above the floor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>			<p>Photo #:</p> <ul style="list-style-type: none"> • Lower shelf and/or dispensing device • •
<p>2.83 If there is a shallow obstruction no deeper than 10 inches with a parallel approach, is the shelf or dispensing device no higher than 48 inches above the floor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>			<p>Photo #:</p> <ul style="list-style-type: none"> • Lower shelf and/or dispensing device • •
<p>2.84 If there is an obstruction no less than 10 inches and no greater than 24 inches deep with a parallel approach, is the shelf or dispensing device no higher than 46 inches above the floor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>			<p>Photo #:</p> <ul style="list-style-type: none"> • Lower shelf and/or dispensing device • •

ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

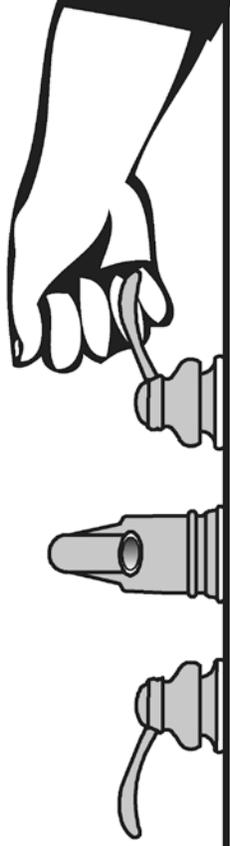
<p>2.85 If there is an unobstructed forward approach, is the shelf or dispensing device no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Lower shelf and/or dispensing device • •
<p>2.86 If there is an obstruction no deeper than 20 inches with a forward approach: Does clear floor space extend under the obstruction that is at least the same depth as the obstruction? Is the shelf or dispensing device no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Reconfigure to provide knee space • Lower shelf and/or dispensing device •
<p>2.87 If the obstruction is no less than 20 inches and no greater than 25 inches deep with a forward approach: Does clear floor space extend under the obstruction that is at least the same depth as the obstruction? Is the shelf or dispensing device no higher than 44 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Reconfigure to provide knee space • Lower shelf and/or dispensing device •

ADA Checklist for Readily Achievable Barrier Removal **Priority 2 – Access to Goods & Services**

<p>2.88 If there is a tray slide, is the top no less than 28 inches and no greater than 34 inches above the floor?</p>	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: </p>	 <p>The diagram shows a side view of a tray slide on a counter. A vertical double-headed arrow indicates the height from the floor to the top of the tray slide, labeled as '28" - 34"'. The tray slide is shown in an open position, revealing a tray inside.</p>	<p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure • •
	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •
	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •
	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •
	<p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •

The ADA Checklist for Readily Achievable Barrier Removal

Priority 3 - Toilet Rooms



Project

Building

Location

Date

Surveyors

Contact Information

When toilet rooms are open to the public they should be accessible to people with disabilities.



Institute for Human Centered Design
www.HumanCenteredDesign.org

November 2011

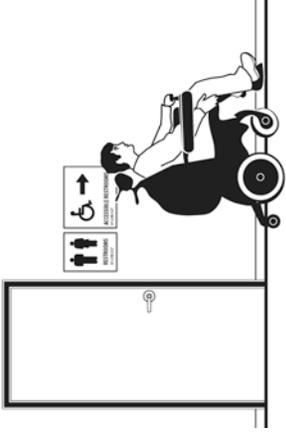


ADA National Network
Questions on the ADA 800-949-4232 voice/tty
www.ADAchecklist.org

This checklist was produced by the New England ADA Center, a project of the Institute for Human Centered Design and a member of the ADA National Network. This checklist was developed under a grant from the Department of Education, NIDRR grant number H133A060092-09A. However the contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

Priority 3 – Toilet Rooms		Comments	Possible Solutions
<p>3.1 If toilet rooms are available to the public, is at least one toilet room accessible? (Either one for each sex, or one unisex.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			<ul style="list-style-type: none"> • Reconfigure toilet rooms • Combine toilet rooms to create one unisex accessible toilet room
<p>3.2 Are there signs at inaccessible toilet rooms that give directions to accessible toilet rooms?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		Photo #:	<ul style="list-style-type: none"> • Install signs
<p>3.3 If not all toilet rooms are accessible, is there a sign at the accessible toilet room with the International Symbol of Accessibility?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		Photo #:	<ul style="list-style-type: none"> • Install sign
Accessible Route (2010 Standards – Chapter 4)			
<p>3.4 Is there a route to the accessible toilet room(s) that does not include the use of stairs?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>			<ul style="list-style-type: none"> • Alter route
<p>Is the route accessible? (See Priority 2 Interior Accessible Route for specifics.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		Photo #:	

Signs at Toilet Rooms (2010 Standards – 703)

3.5 Do text characters contrast with their backgrounds?

Yes No

Are text characters raised?

Yes No

Is there Braille?

Yes No

Is the sign mounted: On the wall on the latch side of the door?

Yes No

Note:

Signs are permitted on the push side of doors with closers and without hold-open devices.

With clear floor space beyond the arc of the door swing between the closed position and 45-degree open position, at least 18 x 18 inches centered on the tactile characters? *

Yes No

Measurement:

So the baseline of the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor? *

Yes No

Measurement:

- Install tactile sign
- Relocate sign
-

*If constructed before 3/15/2010 and a person may approach within 3 inches of the sign without encountering protruding objects or standing within the door swing, relocation not required

*If constructed before 3/15/2012 and mounted no higher than 60 inches to the centerline of the sign, relocation is not required

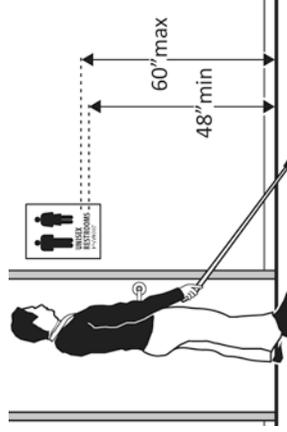
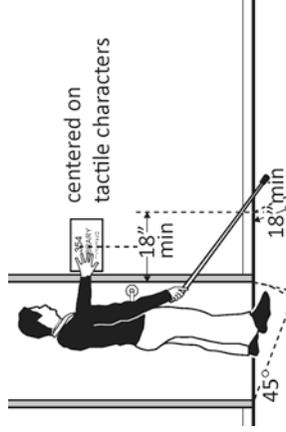
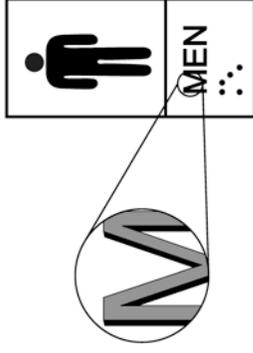
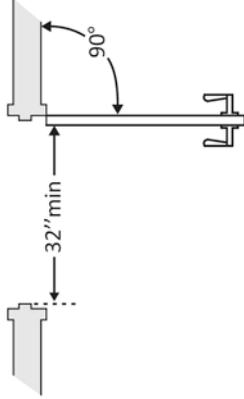
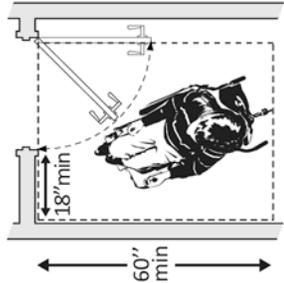
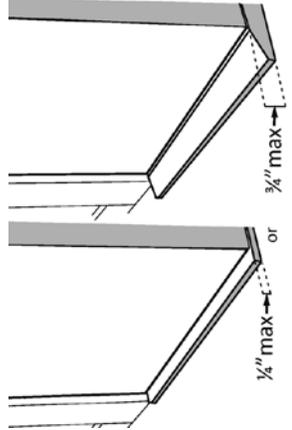
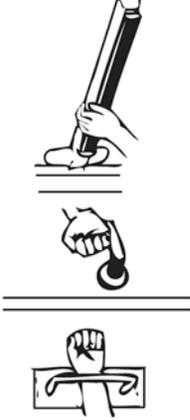
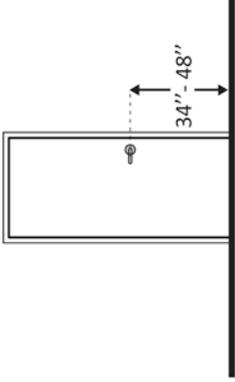
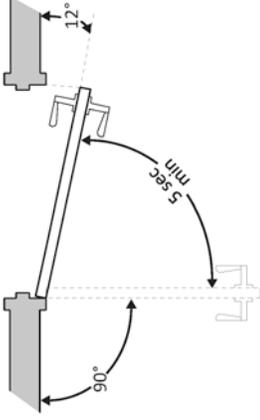
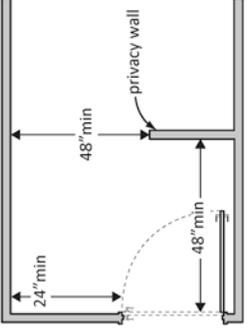
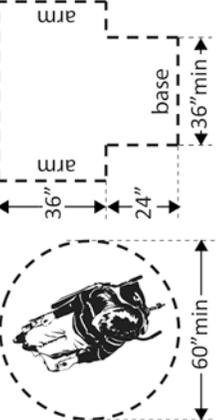
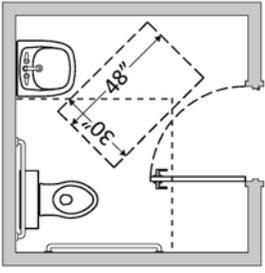
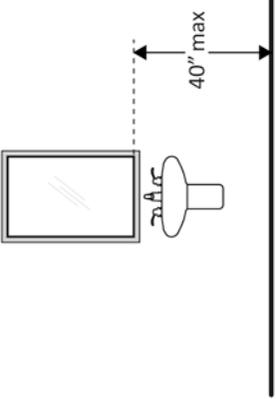
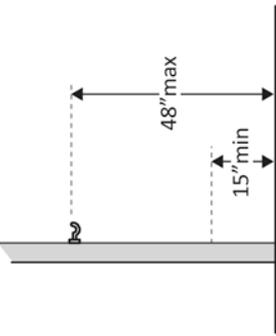


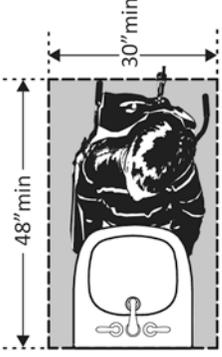
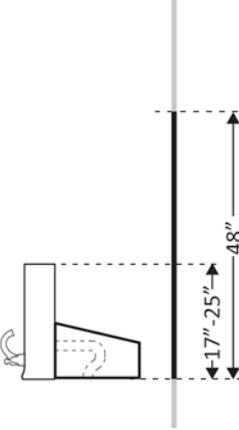
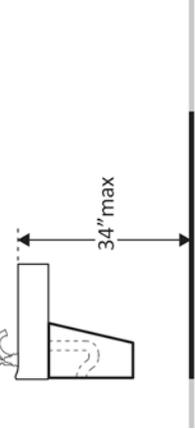
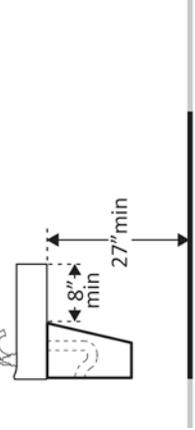
			Photo #:	
Entrance (2010 Standards – 404)				
<p>3.6 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		Photo #:	<ul style="list-style-type: none"> • Install offset hinges • Alter the doorway •
<p>3.7 If there is a front approach to the pull side of the door is there at least 18 inches of maneuvering clearance beyond the latch side plus 60 inches clear depth? On both sides of the door, is the floor surface of the maneuvering clearance level (no steeper than 1:48)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		Photo #:	<ul style="list-style-type: none"> • Remove obstructions • Reconfigure walls • Add automatic door opener <p>See 2010 Standards 404.2.4 for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door</p>
<p>3.8 Is the door threshold edge no more than ¼ inch high? Or No more than ¾ inch high if slope is beveled no steeper than 1:2? Note: The first ¼ inch of the threshold may be beveled; the rest must be beveled.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement: <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		Photo #:	<ul style="list-style-type: none"> • Remove or replace threshold • •

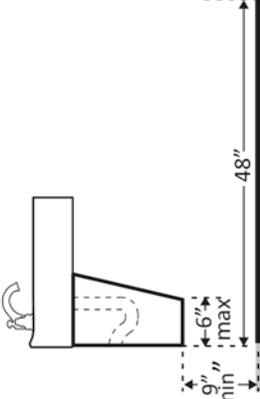
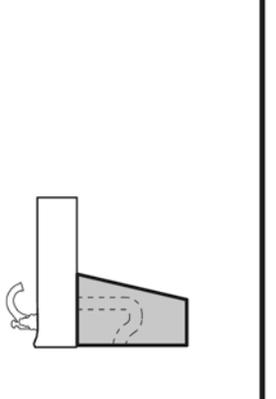
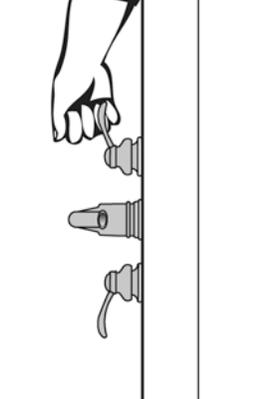
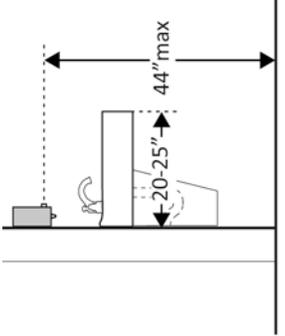
<p>3.9 Is the door equipped with hardware that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist? Check door handle and lock (if provided).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Replace knobs or latches with lever or loop handles • Install power-assisted or automatic door openers
<p>3.10 Are the operable parts of the door hardware mounted no less than 34 inches and no greater than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Change hardware height
<p>3.11 Can the door be opened easily (5 pounds maximum force)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust or replace closers • Install lighter doors • Install power-assisted or automatic door openers
<p>3.12 If the door has a closer, does it take at least 5 seconds to close from an open position of 90 degrees to a position of 12 degrees from the latch?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust closer

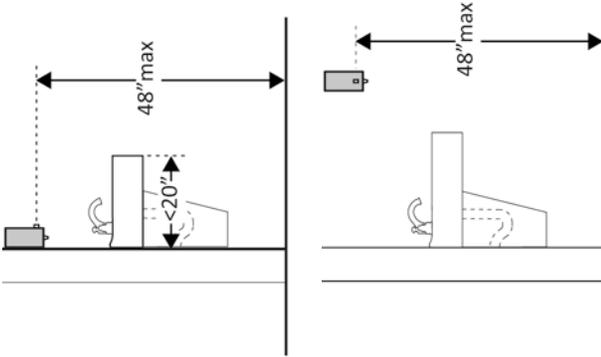
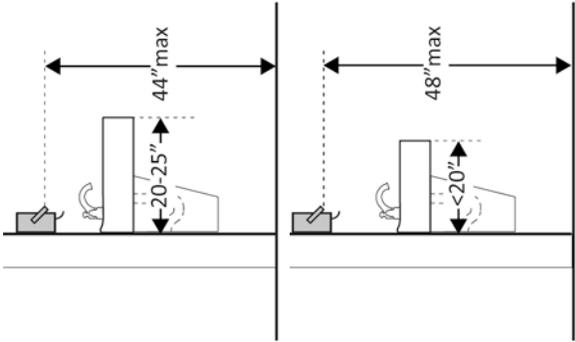
<p>3.13 If there are two doors in a series, e.g. vestibule, is the distance between the doors at least 48 inches plus the width of the doors when swinging into the space?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Remove inner door • Change door swing •
<p>3.14 If there is a privacy wall and the door swings out, is there at least 24 inches of maneuvering clearance beyond the door latch side and 42 inches to the privacy wall?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure space • •

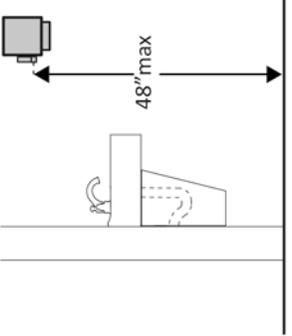
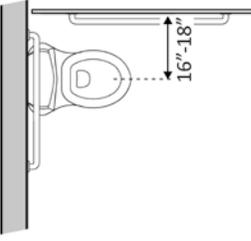
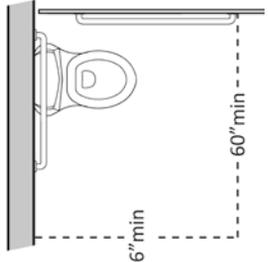
<p>3.15 If there is a privacy wall and the door swings in, is there at least 24 inches of maneuvering clearance beyond the door latch side and at least 48 inches to the privacy wall if there is no door closer or at least 54 inches if there is a door closer?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Reconfigure space • •
In the Toilet Room				
<p>3.16 Is there a clear path to at least one of each type of fixture, e.g. lavatory, hand dryer, etc., that is at least 36 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Remove obstructions • •
<p>3.17 Is there clear floor space available for a person in a wheelchair to turn around, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<p>*The door to the toilet room may swing into the required turning space</p> <ul style="list-style-type: none"> • Move or remove partitions, fixtures or objects such as trash cans • •

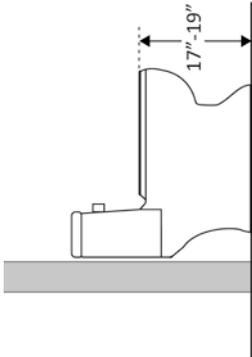
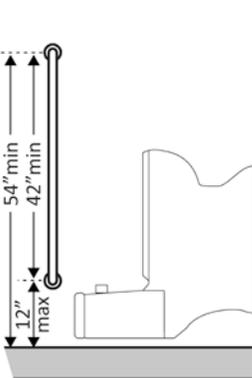
<p>3.18 In a single user toilet room if the door swings in and over a clear floor space at an accessible fixture, is there a clear floor space at least 30 x 48 inches beyond the swing of the door?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Reverse door swing • Alter toilet room •
<p>3.19 If the mirror is over a lavatory or countertop, is the bottom edge of the reflecting surface no higher than 40 inches above the floor? Or If the mirror is not over the lavatory or countertop, is the bottom edge of the reflecting surface no higher than 35 inches above the floor?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <p>* If installed before 3/15/2012 and the bottom edge of the reflecting surface is no higher than 40 inches above the floor, lowering the mirror to 35 inches is not required</p> <ul style="list-style-type: none"> • Lower the mirror • Add another mirror •
<p>3.20 If there is a coat hook, is it no less than 15 inches and no greater than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust hook • Replace with or provide additional accessible hook •

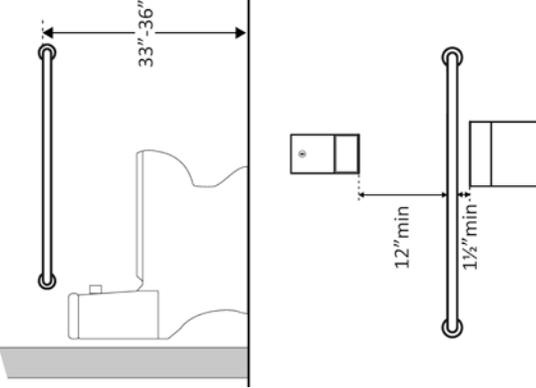
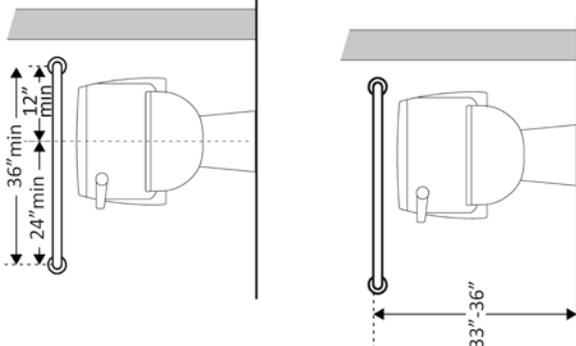
Lavatories (2010 Standards – 606) Note: 2010 Standards refer to sinks in toilet rooms as lavatories.			
<p>3.21 Does at least one lavatory have a clear floor space for a forward approach at least 30 inches wide and 48 inches long?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.22 Do no less than 17 inches and no greater than 25 inches of the clear floor space extend under the lavatory so that a person using a wheelchair can get close enough to reach the faucet?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.23 Is the front of the lavatory or counter surface, whichever is higher, no more than 34 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.24 Is there at least 27 inches clearance from the floor to the bottom of the lavatory that extends at least 8 inches under the lav for knee clearance?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •

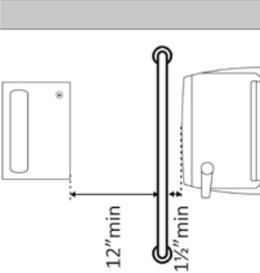
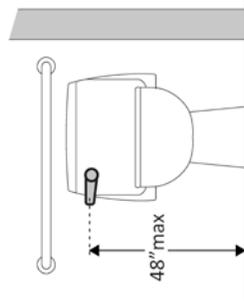
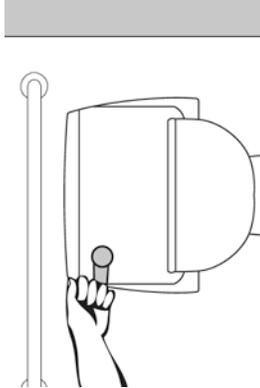
<p>3.25 Is there toe clearance at least 9 inches high? (Space extending greater than 6 inches beyond the available toe clearance at 9 inches above the floor is not considered toe clearance.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.26 Are pipes below the lavatory insulated or otherwise configured to protect against contact?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install insulation • Install cover panel •
<p>3.27 Can the faucet be operated without tight grasping, pinching, or twisting of the wrist? Is the force required to activate the faucet no greater than 5 pounds?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust faucet • Replace faucet •
<p>Soap Dispensers and Hand Dryers (2010 Standards – 603)</p>			
<p>3.28 Are the operable parts of the soap dispenser within one of the following reach ranges: Above lavatories or counters no less than 20 inches and no greater than 25 inches deep; no higher than 44 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<ul style="list-style-type: none"> • Adjust dispensers • Replace with or provide additional accessible dispensers •

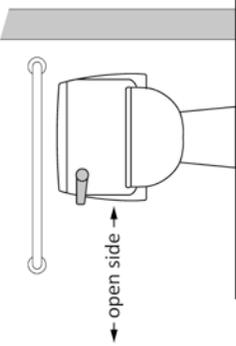
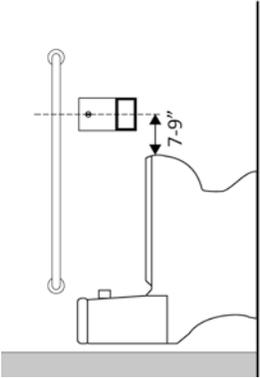
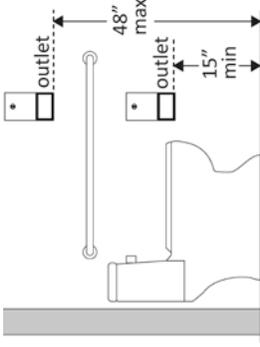
<p>Above lavatories less than 20 inches deep: no higher than 48 inches above the floor?</p> <p>Not over an obstruction: no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust dispensers • Replace with or provide additional accessible dispensers
<p>3.29 Are the operable parts of the hand dryer or towel dispenser within one of the following reach ranges:</p> <p>Above lavatories or counters no less than 20 inches and no greater than 25 inches deep: no higher than 44 inches above the floor?</p> <p>Above lavatories less than 20 inches deep: no higher than 48 inches above the floor?</p> <p>Not over an obstruction: no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust dispensers • Replace with or provide additional accessible dispensers

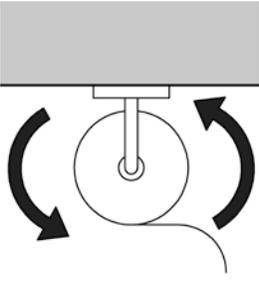
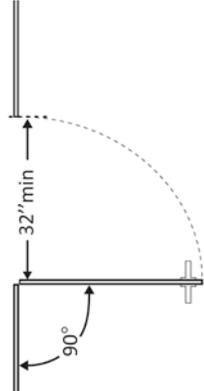
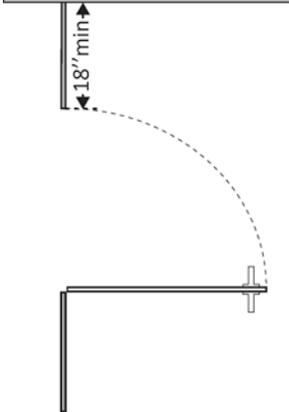
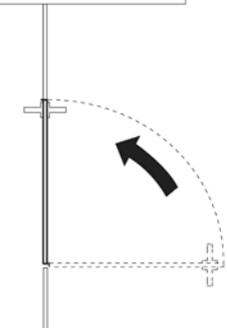
<p>Can the operable parts of the hand dryer or towel dispenser be operated without tight grasping, pinching or twisting of the wrist?</p> <p>Is the force required to activate the hand dryer or towel dispenser no greater than 5 pounds?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>
<p>Water Closets in Single-User Toilet Rooms and Compartments (Stalls) (2010 Standards – 603 & 609) Note: 2010 Standards refer to toilets as water closets.</p>			
<p>3.30 Is the centerline of the water closet no less than 16 inches and no greater than 18 inches from the side wall or partition?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Move toilet • Replace toilet • Move partition •
<p>3.31 Is clearance provided around the water closet measuring at least 60 inches from the side wall and at least 56 inches from the rear wall?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>* If constructed before 3/15/12, clearances around water closets in single user toilet rooms can be 48 inches wide by 66 inches long or 48 inches wide by 56 inches long (depending on the approach to the water closet, see 1991 Standards Figure 28) and the lavatory may overlap that clearance if the door to the room does not swing into the</p>

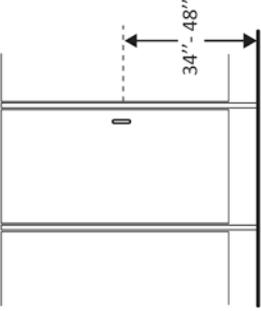
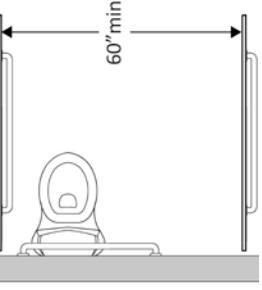
			<p>Photo #:</p>	<p>required clearances at fixtures (such as lavatories, water closet and urinals) and the edge of the lavatory is at least 18 inches from the centerline of the water closet</p> <ul style="list-style-type: none"> • Alter room/compartments for clearance • •
<p>3.32 Is the height of the water closet no less than 17 inches and no greater than 19 inches above the floor measured to the top of the seat?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust toilet height • Replace toilet •
<p>3.33 Is there a grab bar at least 42 inches long on the side wall?</p> <p>Is it located no more than 12 inches from the rear wall?</p> <p>Does it extend at least 54 inches from the rear wall?</p> <p>Is it mounted no less than 33</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Install grab bar • Relocate grab bar • Relocate objects •

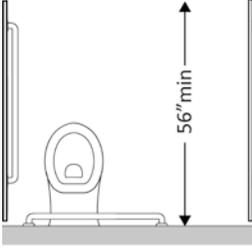
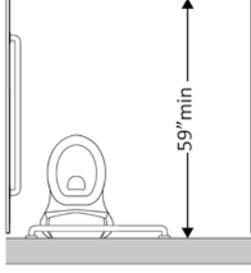
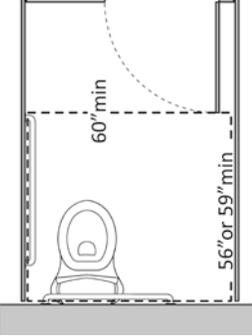
<p>inches and no greater than 36 inches above the floor to the top of the gripping surface?</p> <p>Is there at least 12 inches clearance between the grab bar and protruding objects above?*</p> <p>Is there at least 1½ inches clearance between the grab bar and projecting objects below?*</p> <p>Is the space between the wall and the grab bar 1 ½ inches?</p>	<p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	 <p>The diagrams illustrate the required dimensions for a grab bar. The top diagram shows a grab bar mounted on a wall, with a vertical dimension line indicating a height of 33 inches to 36 inches above the floor. The middle diagram shows a grab bar with a vertical dimension line indicating a clearance of at least 12 inches from the top of the toilet tank and a horizontal dimension line indicating a clearance of at least 1 1/2 inches from the side of the toilet tank. The bottom diagram shows a grab bar mounted on a wall, with a vertical dimension line indicating a height of 36 inches minimum and a horizontal dimension line indicating a clearance of 24 inches minimum from the centerline of the toilet.</p>	<p>Photo #:</p>	<p>* If constructed before 3/15/2012 grab bars do not need to be relocated; there are no space requirements above and below grab bars in the 1991 Standards</p>
<p>3.34 Is there a grab bar at least 36 inches long on the rear wall?</p> <p>Does it extend at least 12 inches from the centerline of the water closet on one side (side wall)?</p> <p>Does it extend at least 24 inches on the other (open) side?</p> <p>Is it mounted no less than 33 inches and no greater than 36 inches above the floor to the top of the gripping surface?</p> <p>Are there at least 12 inches</p>	<p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	 <p>The diagrams illustrate the required dimensions for a grab bar. The top diagram shows a grab bar mounted on a wall, with a vertical dimension line indicating a height of 36 inches minimum and a horizontal dimension line indicating a clearance of 24 inches minimum from the centerline of the toilet. The bottom diagram shows a grab bar mounted on a wall, with a vertical dimension line indicating a height of 33 inches to 36 inches above the floor.</p>	<p>Photo #:</p>	<ul style="list-style-type: none"> • Install grab bar • Relocate grab bar • Relocate objects •

<p>clearance between the grab bar and protruding objects above?*</p> <p>Are there at least 1½ inches clearance between the grab bar and projecting objects below?*</p> <p>Is the space between the wall and the grab bar 1 ½ inches?</p>	<p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>* If constructed before 3/15/2012 grab bars do not need to be relocated; there are no space requirements above and below grab bars in the 1991 Standards</p> <p>Photo #:</p>
<p>3.35 If the flush control is hand operated, is the operable part located no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Move control • Install sensor with override button no higher than 48 inches •
<p>3.36 If the flush control is hand operated, can it be operated with one hand and without tight grasping, pinching, or twisting of the wrist?</p> <p>Is the force required to activate the flush control no greater than 5 pounds?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Change control • Adjust control •

<p>3.37 Is the flush control on the open side of the water closet?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Move control • •
<p>3.38 Is the toilet paper dispenser located no less than 7 inches and no greater than 9 inches from the front of the water closet to the centerline of the dispenser?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <p>* If constructed before 3/15/2012 dispenser does not need to be relocated if it is within reach from the water closet seat; the 1991 Standards do not specify distance from the front of the water closet</p> <ul style="list-style-type: none"> • Relocate dispenser • •
<p>3.39 Is the outlet of the dispenser:</p> <p>Located no less than 15 inches and no greater than 48 inches above the floor?</p> <p>Not located behind grab bars?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Relocate dispenser • •

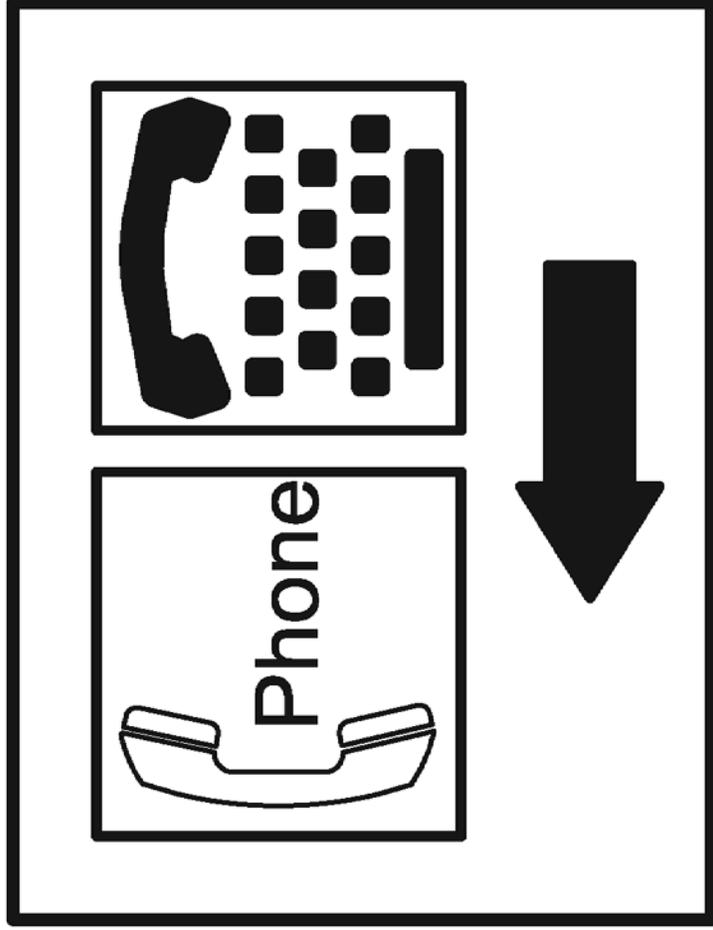
<p>3.40 Does the dispenser allow continuous paper flow?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust dispenser • Replace dispenser •
<p>Toilet Compartments (Stalls) (2010 Standards – 604)</p>				
<p>3.41 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Widen door width • •
<p>3.42 If there is a front approach to the pull side of the door, is there at least 18 inches of maneuvering clearance beyond the latch side plus 60 inches clear depth?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<p>*See 2010 Standards 604.8.1.2 Doors for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door</p> <ul style="list-style-type: none"> • Remove obstructions •
<p>3.43 Is the door self-closing?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Add closer • Replace door •

<p>3.44 Are there door pulls on both sides of the door that are operable with one hand and do not require tight grasping, pinching or twisting of the wrist?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>* If constructed before 3/15/2012 door pulls do not need to be added; door pulls are not required in the 1991 Standards</p> <ul style="list-style-type: none"> • Replace hardware • • <p>Photo #:</p>
<p>3.45 Is the lock operable with one hand and without tight grasping, pinching or twisting of the wrist?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>
<p>3.46 Are the operable parts of the door hardware mounted no less than 34 inches and no greater than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Relocate hardware • •
<p>3.47 Is the compartment at least 60 inches wide?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Widen compartment • •

<p>3.48 If the water closet is wall hung, is the compartment at least 56 inches deep?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Widen compartment • •
<p>3.49 If the water closet is floor mounted, is the compartment at least 59 inches deep?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Alter compartment • •
<p>3.50 If the door swings in, is the minimum required compartment area provided beyond the swing of the door (60 inches x 56 inches if water closet is wall hung or 59 inches if water closet is floor mounted)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Reverse door swing • Alter compartment •
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •

ADA Checklist for Readily Achievable Barrier Removal

Priority 4 – Additional Access



Project

Building

Location

Date

Surveyors

Contact Information

Amenities such as drinking fountains and public telephones should be accessible to people with disabilities.



Institute for Human Centered Design
www.HumanCenteredDesign.org

November 2011



ADA National Network
Questions on the ADA 800-949-4232 voice/tty
www.ADAchecklist.org

This checklist was produced by the New England ADA Center, a project of the Institute for Human Centered Design and a member of the ADA National Network. This checklist was developed under a grant from the Department of Education, NIDRR grant number H133A060092-09A. However the contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

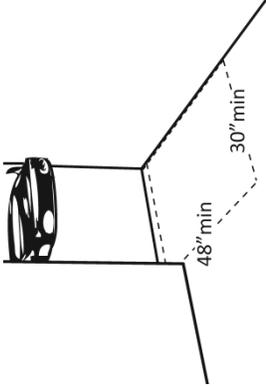
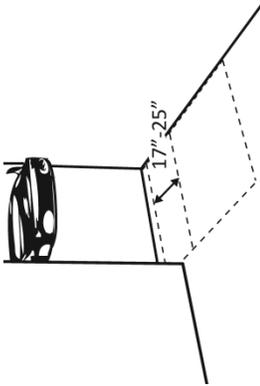
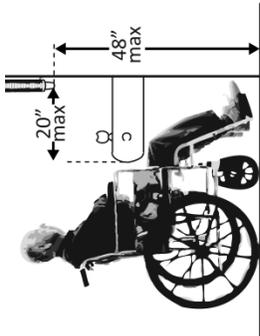
For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

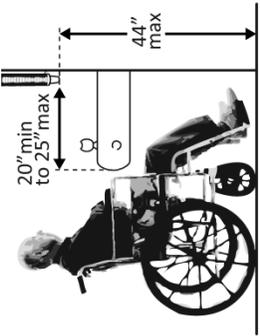
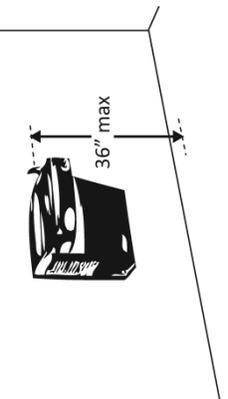
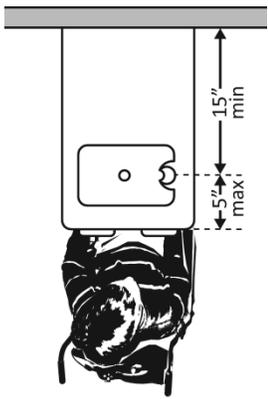
Priority 4 – Additional Access

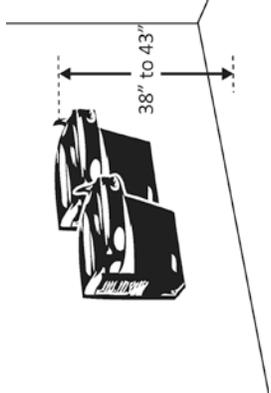
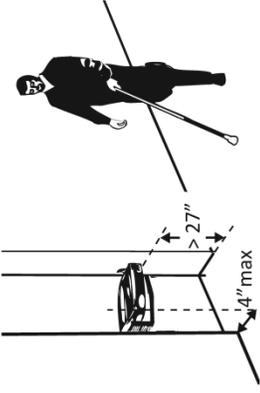
Comments

Possible Solutions

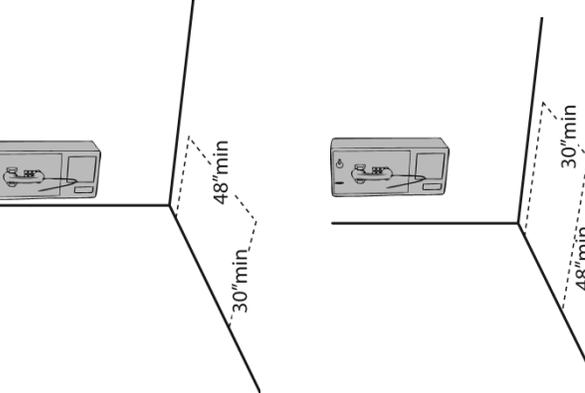
Drinking Fountains (2010 Standards – 602)

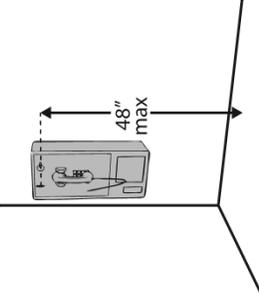
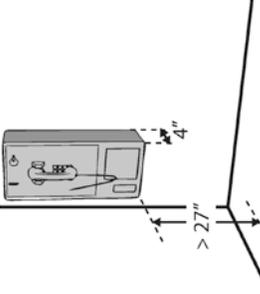
<p>4.1 Does at least one drinking fountain have a clear floor space at least 30 inches wide x at least 48 inches long centered in front of it for a forward approach?*</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>*If installed before 3/15/2012, a parallel approach is permitted and the clear floor space is not required to be centered</p> <ul style="list-style-type: none"> • Alter space • Relocate drinking fountain • Install a drinking fountain in another location <p>Photo #:</p>
<p>4.2 If there is a forward approach, do no less than 17 inches and no greater than 25 inches of the clear floor space extend under the drinking fountain?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Alter space • Replace drinking fountain • <p>Photo #:</p>
<p>4.3 If the drinking fountain is no deeper than 20 inches, are the operable parts no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<ul style="list-style-type: none"> • Adjust drinking fountain • Replace drinking fountain • <p>Photo #:</p>

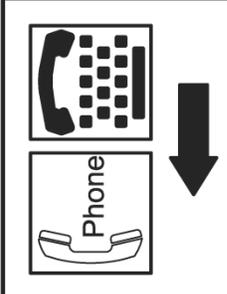
<p>4.4 If the drinking fountain is no less than 20 inches and no greater than 25 inches deep, are the operable parts no higher than 44 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust drinking fountain • Replace drinking fountain •
<p>4.5 Can the control be operated with one hand and without tight grasping, pinching or twisting of the wrist? Is the force required to activate the control no more than 5 pounds?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Change control • Adjust control •
<p>4.6 Is the spout outlet no higher than 36 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust drinking fountain • Replace drinking fountain •
<p>4.7 Is the spout: At least 15 inches from the rear of the drinking fountain? No more than 5 inches from the front of the drinking fountain?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust spout • Replace drinking fountain •

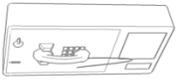
<p>4.8 If there is more than one drinking fountain, is there at least one for standing persons? Is the spout outlet no lower than 38 inches and no higher than 43 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust drinking fountain • Install new drinking fountain for standing height
<p>4.9 If the leading (bottom) edge of the fountain is higher than 27 inches above the floor, does the front of the fountain protrude no more than 4 inches into the circulation path?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Adjust drinking fountain • Replace drinking fountain • Add tactile warning such as permanent planter or partial walls

Public Telephones (2010 Standards – 704) TTY's are devices that employ interactive text-based communication through the transmission of coded signals across the telephone network. They are mainly used by people who are deaf and/or cannot speak.

<p>4.10 Does at least one telephone have a clear floor space at least 30 inches wide x at least 48 inches long for a parallel or forward approach?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Move telephone • Install new telephone for clear floor space
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<p>4.11 Is the highest operable part of the telephone no higher than 48 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust telephone • •
<p>4.12 If the leading (bottom) edge of the telephone is higher than 27 inches above the floor, does the front of the telephone protrude no more than 4 inches into the circulation path?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Adjust telephone • •
<p>4.13 Does at least one telephone have a volume control?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install volume control • Replace telephone with one that has volume control •
<p>4.14 Is the volume control identified by a pictogram of a telephone handset with radiating sound waves?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Add pictogram • •

<p>4.15 Does at least one telephone have a TTY?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Install TTY • •
<p>4.16 Is the touch surface of the TTY keypad at least 34 inches above the floor?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No Measurement:</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • If a seat is provided, TTY is not required to be 34 inches minimum above the floor • Adjust height of TTY •
<p>4.17 Is the TTY identified by the International Symbol of TTY?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Add symbol • •
<p>4.18 Do signs that provide direction to public telephones also provide direction to the TTY?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p> <ul style="list-style-type: none"> • Add signs • •

<p>4.19 Do telephones that do not have a TTY provide direction to the TTY?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	 	<p>Photo #:</p>	<ul style="list-style-type: none"> • Add signs • •
<p>Fire Alarm Systems (2010 Standards – 702)</p>				
<p>4.20 If there are fire alarm systems, do they have both flashing lights and audible signals?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • Install audible and visual alarms • •
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •
	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Photo #:</p>	<ul style="list-style-type: none"> • • •

[Name of public entity] Grievance Procedure Under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **[name of public entity]**. The **[e.g. State, City, County, Town]**'s Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**[Insert ADA Coordinator's name]
ADA Coordinator [and other title if appropriate]
[Insert ADA Coordinator's mailing address]**

Within 15 calendar days after receipt of the complaint, *[ADA Coordinator's name]* or *[his/her]* designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, *[ADA Coordinator's name]* or *[his/her]* designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the **[name of public entity]** and offer options for substantive resolution of the complaint.

If the response by *[ADA Coordinator's name]* or *[his/her]* designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the **[City Manager/County Commissioner/ other appropriate high-level official]** or *[his/her]* designee.

Within 15 calendar days after receipt of the appeal, the **[City Manager/County Commissioner/ other appropriate high-level official]** or *[his/her]* designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the **[City Manager/County Commissioner/ other appropriate high-level official]** or *[his/her]* designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by *[name of ADA Coordinator]* or *[his/her]* designee, appeals to the **[City Manager/County Commissioner/ other appropriate high-level official]** or *[his/her]* designee, and responses from these two offices will be retained by the **[public entity]** for at least three years.

**EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER (EEOE)
NON-DISCRIMINATION INFORMATION**

The information contained herein is being maintained solely for the purpose of tracking and reporting the employment practices of (Name of Jurisdiction) an Equal Employment Opportunity Employer. The information contained herein will be used only for the purpose of ensuring that the city does not and will not discriminate against any employee in its employment practices, i.e.: promotions, wages, classifications, discipline, etc., regardless of sex, race or disability. This is being done in conjunction with (Name of Jurisdiction) personnel policy manual.

Each employee will be notified that this form will be permanently located in his or her individual personnel file. It is not mandatory!

Employee Name _____

Employee Gender Female _____ Male _____

Hispanic or Latino _____ (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.)

Not Hispanic or Latino _____

Employee Race

American Indian or Alaska Native _____

Asian _____

Black or African American _____

Native Hawaiian or Other Pacific Islander _____

White _____

American Indian or Alaska Native and White _____

Asian and White _____

Black or African American and White _____

American Indian or Alaska Native and Black or African American _____

Other (specify) _____

Employee Disability No _____ Yes _____

Equal Employment Opportunity (EEO) Statement (Sample)

It is the policy of the **(INSERT NAME OF YOUR ORGANIZATION)** to provide for and promote equal employment opportunity in employment compensation and other terms and conditions of employment without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition or carrier status.

The **(INSERT NAME OF YOUR ORGANIZATION)** is committed to assuring equal employment opportunity and equal access to services, programs and activities for individuals with disabilities. It is the policy of the **(INSERT NAME OF YOUR ORGANIZATION)** to provide reasonable accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed. Further, it is the policy of the **(INSERT NAME OF YOUR ORGANIZATION)** to provide reasonable accommodation for religious observers.

The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions. The **(INSERT NAME OF YOUR ORGANIZATION)** designated person for issues concerning Affirmative Action/Equal Employment Opportunity is **(INSERT NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS)**.

Section 504 and ADA Effective Communication Policy

In compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, _____ will ensure that communications with individuals who have hearing, speech, vision, communication and cognitive limitations are as effective as communications with others in the delivery of its programs, services and activities.

Upon the request of a qualified individual with a disability affecting hearing, vision, speech or cognitive limitations, _____ will furnish appropriate auxiliary aids and services where necessary to afford such an individual an equal opportunity to participate in and have access to _____, services and activities.

Request for Auxiliary Aids and Services

A qualified individual who anticipates participation in any _____, service or activity should make a request for the type of auxiliary aid or service that he/she needs within 48 hours of the time the aid or service is needed. The qualified individual's authorized representative may make the request for aid or service on his/her behalf. The _____ may make reasonable requests for documentation regarding the disability and the appropriateness of, or need for a specific auxiliary aid.

_____ will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid or service will not be based on any generalized rules or broad policies, but may include evaluation of whether another equally effective means of communication is available.

In addition, _____ is not required to provide an auxiliary aid or service if such would result in a fundamental alteration in the nature of the _____ service, program, or activity or in an undue financial and administrative burden.

Requests for auxiliary aids and services should be made to _____ Section 504/ADA Compliance Coordinator whose contact information is provided below.

Grievance/Complaint Procedure

Any individual who believes that there has been a violation of this policy may register a complaint with _____.

In addition to, or in lieu of, filing a complaint with _____, an individual may submit a written complaint within 180 days of the date of the alleged violation to:

The Director, Civil Rights Center
U.S. Department of Labor

Equal Opportunity Employer/Program

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

200 Constitution Avenue, NW - Room N4123
Washington, DC 20210

-or-

Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202
Phone: 303-672-5437
Toll Free: 1-800-877-7353
TDD/TTY: 303-672-5248
Fax: 303-672-5026
Web: www.hud.gov/fairhousing

For employment related complaints, based on disability:

Utah Anti-Discrimination and Labor Division
160 East 300 South
Salt Lake City, UT 84114
(801) 530-6801
(800) 222-1238

- or -

Equal Employment Opportunity Commission
4520 North Central Avenue, Ste 300
Phoenix, AZ 85012-1848
(602)-640-2598

Any citizen who elects to first file a complaint with _____ is advised that the above 180-day deadline for filing a written complaint with a federal agency still applies.

Notification of Policy

Notification of this policy will be provided to _____ employees and to applicants, participants, and member of the public who have hearing, speech, vision and cognitive limitations in a manner determined by staff including making the policy available in audio and large print format. A staff member may also read this policy to a qualified individual upon request.

Equal Opportunity Employer/Program

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

“I Speak Cards” - Language References

- | | |
|---|------------------------|
| <input type="checkbox"/> ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> Մարդկանք ենք նշում կատարեք այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

- | | |
|---|--------------------|
| <input type="checkbox"/> Cocher ici si vous lisez ou parlez le français. | 13. French |
| <input type="checkbox"/> Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. | 14. German |
| <input type="checkbox"/> Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά. | 15. Greek |
| <input type="checkbox"/> Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen. | 16. Haitian Creole |
| <input type="checkbox"/> अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। | 17. Hindi |
| <input type="checkbox"/> Kos lub voj no yog koj paub twm thiab hais lus Hmoob. | 18. Hmong |
| <input type="checkbox"/> Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet. | 19. Hungarian |
| <input type="checkbox"/> Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano. | 20. Ilocano |
| <input type="checkbox"/> Marchi questa casella se legge o parla italiano. | 21. Italian |
| <input type="checkbox"/> 日本語を讀んだり、話せる場合はここに印を付けてください。 | 22. Japanese |
| <input type="checkbox"/> 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. | 23. Korean |
| <input type="checkbox"/> ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຟື້ປາກພາສາລາວ. | 24. Laotian |
| <input type="checkbox"/> Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. | 25. Polish |

- | | |
|---|----------------|
| <input type="checkbox"/> Assinale este quadrado se você lê ou fala português. | 26. Portuguese |
| <input type="checkbox"/> Însemnați această căsuță dacă citiți sau vorbiți românește. | 27. Romanian |
| <input type="checkbox"/> Пометьте этот квадратик, если вы читаете или говорите по-русски. | 28. Russian |
| <input type="checkbox"/> Обележите овај квадратик уколико читате или говорите српски језик. | 29. Serbian |
| <input type="checkbox"/> Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky. | 30. Slovak |
| <input type="checkbox"/> Marque esta casilla si lee o habla español. | 31. Spanish |
| <input type="checkbox"/> Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. | 32. Tagalog |
| <input type="checkbox"/> ให้ทำเครื่องหมายในช่องนี้ถ้าอ่านหรือพูดภาษาไทย. | 33. Thai |
| <input type="checkbox"/> Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga. | 34. Tongan |
| <input type="checkbox"/> Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. | 35. Ukrainian |
| <input type="checkbox"/> اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ | 36. Urdu |
| <input type="checkbox"/> Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. | 37. Vietnamese |
| <input type="checkbox"/> באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש. | 38. Yiddish |

Language Access Plan

Name of Jurisdiction: _____

Date: _____

Plan Statement

The _____ has adopted this plan to provide access to its programs and activities by persons with Limited English Proficiency (LEP). A Limited English Proficient (LEP) person is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. In accordance with federal guidelines, _____ will make reasonable efforts to provide or arrange free language assistance for its LEP citizens.

Population Statistics

According to the U. S. Census Bureau data, the estimated population of _____ for 2010 was _____. Of that total _____% spoke a language other than English at home. The other languages spoken include Spanish Speakers _____%, other Indo-European _____%, Asian _____%, Pacific Islander _____% and other languages _____. Contact with persons of 'Limited English Proficiency' shows **Spanish** language assistance is by far the primary language assistance need.

_____ currently has _____ residents that do not speak English very well. Over the past year _____ has had calls/requests from non-English speaking citizens amounting to less than 1% of the calls/requests for the city. Those calls in _____, and _____ languages.

Language Assistance

_____ will make available I Speak Cards to any applicant or resident that has LEP. They will be located in the _____ and visible to anyone. We will also post information that translators can be made available upon request and that translators will be provided to applicants and residents who have LEP. We will also provide a link on our website that directs applicants to the I Speak Cards on-line. Translators will be provided for Spanish speaking people with LEP using current employees from _____ that speak Spanish. Other languages that need translating will be provided by _____, located at _____. Their telephone number is _____. Interpreter hours of operation are 24/7.

LAP Plan Distribution and Training

The LAP Plan will be distributed to all staff at _____ and will be available in the _____. _____ staff will receive annual training on the LEP Plan. All new employees will be trained upon hiring so that they understand the LEP Plan.

Signature:

SAMPLE

Section 504/ADA Notice

(for all publications, marketing materials and general information made available to the public)

Auxiliary aids and services are available upon request to individuals with disabilities by calling

_____. Individuals with speech and/or hearing impairments may call the Relay Utah dialing 711. Spanish Relay Utah: 1-888-346-3162. Equal Opportunity Employer/Program.

Utah Non-Entitlement Cities	County	AOG	Percent who speak Spanish and don't speak English "very well"
Hideout	Wasatch	Mountainland	41.2%
Wendover	Tooele	WFRC	29.0%
Kamas	Summit	Mountainland	13.7%
Snowville	Box Elder	Bear River	13.1%
Park City	Summit	Mountainland	11.7%
Moroni	Sanpete	Six County	11.7%
Coalville	Summit	Mountainland	11.3%
Fayette	Sanpete	Six County	11.0%
Wellsville	Cache	Bear River	11.0%
Manti	Sanpete	Six County	11.0%
Monroe	Sevier	Six County	11.0%
Richfield	Sevier	Six County	11.0%
Grantsville	Tooele	WFRC	11.0%
Vernon	Tooele	WFRC	10.7%
Brian Head	Iron	Five County	10.5%
Bear River City	Box Elder	Bear River	10.0%
Clarkston	Cache	Bear River	10.0%
Smithfield	Cache	Bear River	10.0%
Enoch	Iron	Five County	10.0%
West Haven	Weber	WFRC	10.0%
Trenton	Cache	Bear River	9.9%
Green River	Emery	Southeast	9.4%
Paradise	Cache	Bear River	9.0%
Heber City	Wasatch	Mountainland	8.2%
Springdale	Washington	Five County	8.1%
Helper	Carbon	Southeast	8.0%
Sunnyside	Carbon	Southeast	8.0%
Wellington	Carbon	Southeast	8.0%
Fillmore	Millard	Six County	7.8%
Hyrum	Cache	Bear River	7.5%
Milford	Beaver	Five County	7.2%
Monticello	San Juan	Southeast	7.1%
Bryce Canyon City	Garfield	Five County	7.1%
Hooper	Weber	WFRC	7.0%
Gunnison	Sanpete	Six County	6.6%
Nephi	Juab	Six County	6.0%
Daniel	Wasatch	Mountainland	6.0%
Hurricane	Washington	Five County	6.0%
Myton	Duchesne	Uintah Basin	5.5%
Cornish	Cache	Bear River	5.1%
Newton	Cache	Bear River	5.0%
Marriott-Slaterville	Weber	WFRC	5.0%

Utah Non-Entitlement Cities	County	AOG	Percent who speak Spanish and don't speak English "very well"
Uintah	Weber	WFRC	5.0%
Delta	Millard	Six County	4.8%
Circleville	Piute	Six County	4.6%
Elwood	Box Elder	Bear River	4.4%
Centerfield	Sanpete	Six County	4.3%
North Salt Lake	Davis	WFRC	4.2%
Vernal	Uintah	Uintah Basin	4.1%
Ephraim	Sanpete	Six County	4.1%
Honeyville	Box Elder	Bear River	4.0%
Perry	Box Elder	Bear River	4.0%
Hyde Park	Cache	Bear River	4.0%
Fairview	Sanpete	Six County	4.0%
Naples	Uintah	Uintah Basin	4.0%
Enterprise	Washington	Five County	4.0%
Riverdale	Cache	Bear River	3.9%
Roy	Weber	WFRC	3.9%
Amalga	Cache	Bear River	3.5%
Mount Pleasant	Sanpete	Six County	3.5%
Kanosh	Millard	Six County	3.4%
Richmond	Cache	Bear River	3.4%
Huntington	Emery	Southeast	3.4%
Francis	Summit	Mountainland	3.3%
Tremonton	Box Elder	Bear River	3.3%
Garland	Box Elder	Bear River	3.2%
Roosevelt	Duchesne	Uintah Basin	3.2%
North Logan	Cache	Bear River	3.1%
Harrisville	Weber	WFRC	3.0%
Clearfield	Davis	WFRC	3.0%
Price	Carbon	Southeast	3.0%
Castle Valley	Grand	Southeast	3.0%
Garden City	Rich	Bear River	3.0%
River Heights	Weber	WFRC	3.0%
Corinne	Box Elder	Bear River	2.9%
Nibley	Cache	Bear River	2.8%
Washington	Washington	Five County	2.7%
Stockton	Tooele	WFRC	2.7%
Fielding	Box Elder	Bear River	2.5%
Minersville	Beaver	Five County	2.4%
Lewiston	Cache	Bear River	2.4%
Brigham City	Box Elder	Bear River	2.3%
Farr West	Weber	WFRC	2.3%
Escalante	Garfield	Five County	2.3%
Duchesne	Duchesne	Uintah Basin	2.2%
South Ogden	Weber	WFRC	2.2%

Utah Non-Entitlement Cities	County	AOG	Percent who speak Spanish and don't speak English "very well"
Fountain Green	Sanpete	Six County	2.1%
Washington Terrace	Weber	WFRC	2.0%
Panguitch	Garfield	Five County	2.0%
Paragonah	Iron	Five County	2.0%
Oakley	Summit	Mountainland	2.0%
Plain City	Weber	WFRC	2.0%
Providence	Cache	Bear River	1.8%
Salina	Sevier	Six County	1.7%
Moab	Grand	Southeast	1.7%
Millville	Cache	Bear River	1.7%
Spring City	Sanpete	Six County	1.6%
La Verkin	Rich	Bear River	1.5%
Ivins	Washington	Five County	1.4%
Ballard	Uintah	Uintah Basin	1.4%
Beaver	Beaver	Five County	1.4%
Santa Clara	Washington	Five County	1.4%
Henefer	Summit	Mountainland	1.3%
Cedar City	Iron	Five County	1.3%
Morgan	Morgan	WFRC	1.2%
Meadow	Millard	Six County	1.2%
Tooele	Tooele	WFRC	1.1%
North Ogden	Weber	WFRC	1.1%
Wallsburg	Wasatch	Mountainland	1.0%
Mendon	Cache	Bear River	1.0%
Willard	Box Elder	Bear River	0.9%
Altamont	Duchesne	Uintah Basin	0.8%
Midway	Wasatch	Mountainland	0.7%
Eureka	Juab	Six County	0.7%
Mona	Juab	Six County	0.6%
Pleasant View	Weber	WFRC	0.5%
Hinckley	Millard	Six County	0.3%
Kanab	Kane	Five County	0.0%
Deweyville	Box Elder	Bear River	0.0%
Howell	Box Elder	Bear River	0.0%
Mantua	Box Elder	Bear River	0.0%
Plymouth	Box Elder	Bear River	0.0%
Portage	Box Elder	Bear River	0.0%
East Carbon	Carbon	Southeast	0.0%
Scofield	Carbon	Southeast	0.0%
Manila	Daggett	Uintah Basin	0.0%
Tabiona	Duchesne	Uintah Basin	0.0%
Castle Dale	Emery	Southeast	0.0%

Utah Non-Entitlement Cities	County	AOG	Percent who speak Spanish and don't speak English "very well"
Clawson	Emery	Southeast	0.0%
Cleveland	Emery	Southeast	0.0%
Elmo	Emery	Six County	0.0%
Emery	Emery	Southeast	0.0%
Ferron	Emery	Southeast	0.0%
Orangeville	Emery	Southeast	0.0%
Antimony	Garfield	Five County	0.0%
Boulder	Garfield	Five County	0.0%
Cannonville	Garfield	Five County	0.0%
Hatch	Garfield	Five County	0.0%
Henrieville	Garfield	Five County	0.0%
Tropic	Garfield	Five County	0.0%
Kanarraville	Iron	Five County	0.0%
Parowan	Iron	Five County	0.0%
Levan	Juab	Six County	0.0%
Rocky Ridge	Juab	Six County	0.0%
Alton	Kane	Five County	0.0%
Big Water	Kane	Five County	0.0%
Glendale	Kane	Five County	0.0%
Orderville	Kane	Five County	0.0%
Holden	Millard	Six County	0.0%
Leamington	Millard	Six County	0.0%
Lynndyl	Millard	Six County	0.0%
Oak City	Millard	Six County	0.0%
Scipio	Millard	Six County	0.0%
Junction	Piute	Six County	0.0%
Kingston	Piute	Six County	0.0%
Marysvale	Piute	Six County	0.0%
Randolph	Rich	Bear River	0.0%
Woodruff	Rich	Bear River	0.0%
Blanding	San Juan	Southeast	0.0%
Mayfield	Sanpete	Six County	0.0%
Sterling	Sanpete	Six County	0.0%
Wales	Sanpete	Six County	0.0%
Annabella	Sevier	Six County	0.0%
Aurora	Sevier	Six County	0.0%
Central Valley	Sevier	Six County	0.0%
Elsinore	Sevier	Six County	0.0%
Glenwood	Sevier	Six County	0.0%
Joseph	Sevier	Six County	0.0%
Koosharem	Sevier	Six County	0.0%
Redmond	Sevier	Six County	0.0%
Sigurd	Sevier	Six County	0.0%

Utah Non-Entitlement Cities	County	AOG	Percent who speak Spanish and don't speak English "very well"
Ophir	Tooele	WFRC	0.0%
Rush Valley	Tooele	WFRC	0.0%
Charleston	Wasatch	Mountainland	0.0%
Independence	Wasatch	Mountainland	0.0%
Apple Valley	Washington	Five County	0.0%
Hildale	Washington	Five County	0.0%
Laketown	Washington	Five County	0.0%
Leeds	Washington	Five County	0.0%
New Harmony	Washington	Five County	0.0%
Rockville	Washington	Five County	0.0%
Toquerville	Washington	Five County	0.0%
Virgin	Washington	Five County	0.0%
Bicknell	Wayne	Six County	0.0%
Hanksville	Wayne	Six County	0.0%
Loa	Wayne	Six County	0.0%
Lyman	Wayne	Six County	0.0%
Torrey	Wayne	Six County	0.0%
Huntsville	Weber	WFRC	0.0%

SECTION G—PROCUREMENT

1. Overview

This section provides an overview of federal and state laws that govern competitive bidding. This relates to the solicitation of bids or requests for proposals and the awarding of contracts for professional services, construction, alteration or rehabilitation of public works, public facilities and some housing projects. The intent of these laws is to ensure fair competition and opportunity.

Grantees shall use their own procurement procedures that reflect applicable state and local laws and regulations, provided that they conform to the standards set forth in this document and all other applicable state and federal laws.

All jurisdictions must award construction and vendor contracts to the lowest responsible bidder. Responsible bidder means a person who has the capability in all respects to fully perform the contract requirements and who has integrity and reliability, which will assure good-faith performance. This requirement does not apply to professional services such as engineering or architectural design.

Minority contractors/subcontractors, woman-owned businesses and low-/very low-income people are to be provided opportunities to contract for CDBG projects.

2. Applicable Laws

Federal law per 24 CFR Part 85.36 defers procurement rules to the State. The purpose of the Utah Procurement Code (Title 63G, Chapter 6) is to simplify, clarify and modernize the law governing procurement; to ensure fair and equitable treatment of all persons who deal with the procurement system; to provide increased economy in state procurement activities; and to foster effective broad-based competition within the free-enterprise system.

3. Selection Procedures

All procurement will be conducted in a manner providing full and open competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business
- b. Requiring unnecessary experience and excessive bonding
- c. Practicing noncompetitive pricing between firms or between affiliated companies
- d. Granting noncompetitive awards to consultants that are on retainer contracts
- e. Having organizational conflicts of interest
- f. Specifying only a brand-name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement
- g. Taking any arbitrary action in the procurement process

Procurement notices must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurement, the description must not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, should set forth the minimum essential characteristics and standards necessary to satisfy its intended use. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand must be clearly stated.

Grantees must clearly set forth all requirements that the bid must fulfill and all other factors to be used in evaluating bids or proposals. Awards should only be made to responsible contractors that possess the

ability to perform successfully under the terms and conditions of a proposed procurement. Consideration should be given to contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

4. Advertising for Construction Bids

State law requires that all cities and counties publish notice at least twice in a newspaper of general circulation in the local entity at least five days before opening the bids. If there is no newspaper published or of general circulation in the local entity, the jurisdiction may post a notice at least five days before opening the bids in at least five public places and leave the notice posted for at least three days. (Very few, if any, grantees are eligible for posting in lieu of publishing.) Posting, in addition to publishing, is strongly recommended to notify potential local contractors of the contracting opportunity. **For 2016 the threshold for bidding a building improvement project is \$61,950 or for a public works project is \$198,300.** *Note: Grantee must follow their local purchasing policies and procedures as long as they are as restrictive as the limits above.*

5. Methods of Procurement for Professional Services

The state CDBG program recommends that jurisdictions using professional engineers or architects adopt a process that involves publishing a request for proposal (RFP). This is not required by state law, and there is no dollar threshold for professional services. Jurisdictions may procure professional services for the specific project, or procurement may be done for professional services in general. In the case of general professional service contracts, the requirements should be broad enough to encompass different types of projects, and the contract term cannot extend beyond five years. The bidder that best meets the jurisdictions needs should be retained. See Exhibit G-1 for a basic template that can be used for developing an RFP for engineer/architect services for a single project only. See Exhibit G-2 for a basic template that can be used for general engineering/architectural services (recommended).

6. Methods of Procurement for Construction

The CDBG program recognizes the following four methods of procurement: a) competitive sealed bids (formal advertising); b) competitive negotiation; c) non-competitive negotiation; and d) small purchase procedures used for the procurement of services, supplies or other property. Procurement methods other than competitive sealed bids can only be considered after the grantee has contacted and received approval from the state CDBG staff.

- a. **Competitive Sealed Bids:** The first choice of procurement methods is competitive sealed bids (formal advertising). Sealed bids are publicly solicited, and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms to all the material terms and conditions and is the lowest.

In order for formal advertising to be feasible, the following conditions must be present:

- i. A complete, adequate and realistic specification or purchase description must be available.
 - ii. Two or more responsible bidders must be willing and able to compete for the grantee's business.
 - iii. The procurement must lend itself to a firm-fixed-price contract, and the selection of a successful bidder can be made principally on the basis of price.
- b. **Competitive Negotiation:** If the competitive sealed bids method yields no bidders or only bids that exceed the engineer's estimate by 10 percent, a second attempt should be made to advertise for bids. If the second attempt fails to yield a practical bid, grantees may choose this second method of procurement. The technique of competitive proposals is normally conducted with more than one of the contractors submitting offers and either a fixed price or cost-reimbursable type

contract is awarded, as appropriate. If competitive negotiation is used for procurement, the following requirements shall apply:

- i. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement.
 - ii. The request for proposal shall identify all significant evaluation factors, including price or cost where required and their relative importance.
 - iii. The grantee shall provide mechanisms for technical evaluation of the proposals received, determination of responsible offers for the purpose of written or oral discussions, and selection for contract award.
 - iv. The award may be made to the responsible offer whose proposal will be most advantageous to the grantee with price and other factors considered. Unsuccessful offers should be notified promptly.
- c. **Noncompetitive Negotiation:** This method solicits a proposal from only one source. Noncompetitive negotiation is a last resort and may be used only when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:
- i. The item is available only from a single source.
 - ii. The urgency for the requirement will not permit a delay incident to competitive solicitation due to public exigency or emergency.
 - iii. Competition is determined inadequate after solicitation of a number of sources, and the State approves noncompetitive negotiation.
- d. **Small Purchase Procedures;** These are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$10,000. Grantees shall comply with state or local small purchase dollar limits under \$10,000. If small purchase procedures are used for procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

7. Procurement and Contractor Liability

Adherence to the methods and procedures above does not guarantee honest and fair contractor performance. These standards do not relieve the grantee of any contractual responsibilities. The grantee is responsible for settlement of all contractual issues. Violations of law are to be referred to the city, county or non-profit that has contracted with the State to carry out the CDBG grant.

8. Code of Conduct

Grantees shall maintain a written code of standards of conduct governing the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization that employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements. Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item or nominal interest value. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions or other disciplinary actions for violations of such standards by the grantee's officers, employees or agents, or by contractors of their agents.

The grantee shall establish procurement procedures that provide that grantee officials avoid unnecessary or duplicate items by review of proposed procurement actions. Consideration should be given to consolidation to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives and any other appropriate analysis to determine which approach would be the most economical. To foster greater economy and efficiency, grantees are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services.

9. HUD Section 3 Compliance

Section 3 is a provision of the HUD Act of 1968, which requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction or other public construction projects shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be given to low- and very low-income persons. The objective is to ensure that recipients of CDBG funds, to the greatest extent feasible, provide opportunities for training and employment to low- and very low-income people from activities that arise in connection with the planning and carrying out of any project assisted with these funds.

In addition to providing project details and bid procedures, all procurement notices must state:
“This project is funded (or partially funded) through a Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons. Local, minority and woman-owned business owners are encouraged to bid. The lowest responsible bidder will be selected”

The state’s CDBG allocation triggers Section 3. If a new hire is required as a result of a federally funded project, every effort must be made to recruit low-income qualified persons from the project area. Grantees are required to document their efforts to comply with Section 3 and make said documentation available upon request to the state and the public. The State Housing & Community Development Division has created a Section 3 Business Registry. It can be accessed at www.housing.utah.gov, select Browse HCD Programs, select Community Development Block Grant Program, select HUD Section 3 on the right side of the page. Jurisdictions are encouraged to review the list during the bid solicitation process so that they may provide opportunities to qualified contractors. Please contact the state for resources and suggestions on how to best comply with this requirement in your area.

10. Small and Minority Firms, Woman-Owned Business

It is federal policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority business are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps may include the following:

- a. Place qualified small, minority and women-owned businesses on solicitation lists
- b. Assure that small and minority businesses are solicited whenever they are potential sources
- c. Take similar appropriate affirmative action in support of women-owned businesses
- d. Procure goods and services from local project areas when possible

11. Contract Pricing

Grantees shall perform some form of cost or price analysis in connection with every procurement action, including contract modifications. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles (see section D and OMB circular A-87).

12. Grantee Procurement Records

Grantees shall maintain records that detail the history of the procurement process. Records should explain the rationale for the following: the chosen method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost.

13. Contract Provisions

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

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for appropriate sanctions and penalties.
- b. The State will not draw down the final 5% of the grant funds until the state staff has reviewed the project. The State reserves the right to withhold an amount greater than 5% if there is any evidence of non-compliance. Furthermore, grantees should advise the contractor that since the federal government has yet to pay out on this portion of the contract, there will be no interest earned or paid on this contract as required by State Code 13-8-5.
- c. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.
- d. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60 Part 60-1, Obligations of Contractors and Subcontractors).
- e. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act. This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- f. All construction contracts in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to submit payroll sheets once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor (available from the state staff) in each solicitation and the award of a contract shall be conditioned upon the acceptance of the determination. The grantee shall report all suspected or reported violations to the state staff.
- g. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of a standard workweek is permissible, provided that worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his/her

health and safety as determined under Secretary of Labor. These requirements do not apply to the purchases of supplies or materials.

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

14. Contract Administration

Grantees shall maintain a contract administration system ensuring that contractors perform in accordance with the terms, conditions and specification of their contract or purchase orders.

EXHIBIT G-1
REQUEST FOR PROPOSAL (RFP) FOR ARCHITECT/ENGINEER
(Project Specific)

REQUEST FOR PROPOSAL:

1. (NAME OF JURISDICTION OR ORGANIZATION) (sponsor) is soliciting competitive sealed proposals from qualified architects and architectural firms to provide architectural services outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. Objective and Background

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

3. Scope of Services

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

4. Compensation for Services (Fees)

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

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

5. Evaluation Criteria and Selection Procedures

a. Evaluation Criteria:

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

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

b. Selection Procedures:

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

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

6. General Conditions for Proposals

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

7. Proposal Submission

- a. Proposals must be delivered to the office of the project manager at (NAME, ADDRESS, ZIP CODE) on or before (TIME OF DAY) on (DAY, DATE, YEAR). **PROPOSALS RECEIVED AFTER (TIME) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.**
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the architect/firm, address and title of the project.
- c. The applicant must submit (NUMBER TO CORRESPOND WITH MEMBERS SERVING ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. Award

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

9. Written Agreement

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

10. Omissions

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

11. Equal Opportunity and Affirmative Action Program

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

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

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

12. Additional Information

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

13. Cost of Developing Proposals

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

14. Proposal Ownership

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

15. Non-Collusion

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

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

Notice of Request for Proposals:

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

Copies of the RFP are available at the office of the project manager, (NAME, ADDRESS, ETC., PHONE & FAX NUMBERS.).

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

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

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT G-2

REQUEST FOR PROPOSAL (RFP) FOR ARCHITECT/ENGINEER (General Services)

Request for Proposal

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

2. Objectives and Background

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

3. Scope of Services

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

4. Compensation for Services (Fee)

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

5. Evaluation Criteria and Selection Procedures

a. Evaluation Criteria:

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

- i. The name of the project engineer/firm and the managing principal if applicable
- ii. The engineer/firm address of principal place of business
- iii. The size of the engineer's/firm's staff and current workload
- iv. A record of previous relevant experience in the design and initial development of municipal public works projects
- v. A list of references, including names, addresses, and phone numbers of more than eight individuals or organizations familiar with the engineer's/firm's performance
- vi. If a civil engineering firm, identification and role of key individuals in the engineering team and/or its consultants

b. Selection Procedures:

- i. The sponsor will review all engineer/firm submissions utilizing a matrix of pre-determined, weighted values for each of the required items, select the three engineers/firms receiving the highest scores in the evaluation process.

- ii. The three engineers/firms receiving the highest score will be invited to participate in an interview with the sponsor. The engineer/firms are requested to limit the number of participants in the interview to a project engineer and/or one principal of the firm. (Date, time, and location of the interview are yet to be determined.)
- iii. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the engineer/firm receiving the highest score.
- iv. The sponsor will then enter into negotiations with the engineer/firm to establish the value of compensation and other relevant issues.
- v. In the event the sponsor is not able to negotiate a mutually acceptable contract with the successful engineer/firm, it reserves the right to terminate negotiations and then undertake negotiations with one of the other engineers/firms.

6. General Conditions For Proposals:

- a. Failure to read the Request for Proposal and comply with its instructions will be at the engineer's/firm's own risk.
- b. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted.
- c. The proposal must be signed by a designated firm representative or officer who is authorized to bind the engineer/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the engineer's/firm's willingness to comply with all terms and conditions set forth herein.

7. Proposal Submission:

- a. Proposals must be delivered to the **Anytown City Clerk** at (ADDRESS, ZIP CODE) on or before (TIME OF DAY) on (DAY, DATE, YEAR). **PROPOSALS RECEIVED AFTER (TIME) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.**
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the engineer/firm, and address.
- c. The applicant must submit (NUMBER TO CORRESPOND WITH WHOMEVER SERVES ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. Award

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

9. Written Agreement

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

10. Omissions

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

and date for proposal submission. The engineer/firm shall include a copy of the written clarification with its submission.

11. Equal Opportunity and Affirmative Action Program

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

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

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

12. Additional Information

For additional information regarding the services specified in this request for proposal, contact the **Town Clerk (ADDRESS, ZIP, PHONE & FAX NUMBERS.)**.

13. Cost of Developing Proposal

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

14. Proposal Ownership

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

15. Non-Collusion

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

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

Notice of Request for Proposals:

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

Copies of the RFP are available at the office of the City Clerk, (ADDRESS, ETC., PHONE & FAX NUMBERS.).

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

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

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT G-3

Invitation to Bid

(Construction Projects)

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

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

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

Bidding documents and specifications may be obtained from the office of zoning and planning located in the city building at 1 Main Center Street, West Nowhere, Utah 84000, beginning 10 September 2012 at 9:00 am.

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

Bid bond must accompany each bid to be considered.

City of West Nowhere is an Equal Employment Opportunity Employer

LABOR STANDARDS

File Checklist

For each construction contract, the grantee should maintain a labor standards file that includes the following items. These items should be available for review when the project is completed and a CDBG staff person comes to monitor the project. (All files must be kept for five years after the project is closed out.)

- ___ Davis-Bacon wage decision & any additional wage classifications requested for project
- ___ Proof of publication of construction bid advertisement in local newspaper
- ___ Labor standards provisions/Section 3 statement included in bid advertisement
- ___ Evidence that the Davis-Bacon wage decision was included in the bid specifications
- ___ Evidence that the HUD 4010 form was included in the bid specifications
- ___ Evidence that the Section 3 Construction Clause was included in the bid specifications
- ___ Bid tabulation sheet and bid opening date
- ___ Verification of contractor eligibility (“Clearance Letter” from State of Utah)
- ___ Contract Award Letter & Notice to Proceed Letter
- ___ Section 3 Business Concern Form for General Contractor
- ___ Copy of pre-construction conference minutes (date, time, place and attendees)
- ___ Copy of construction contract with federal labor standards attachments (HUD Form 4010, Davis-Bacon wage decision and Section 3 Construction Clause)
- ___ Evidence that the Davis-Bacon wage decision was posted at the construction site
- ___ Certified payrolls—General contractor’s weekly payroll sheets (numbered #1, #2, etc.)
- ___ Certified payrolls—Subcontractor(s) weekly payroll sheets (numbered #1, #2, etc.)
- ___ HUD-11s—employee interview sheets (checked against wage decision and signed)
- ___ Documentation of all compliance and enforcement actions (Wage restitution owed? Paid? Any construction issues with contractor or subs? New employment opportunities created as a result of Section 3-covered assistance?)
- ___ Date of construction completion: _____
- ___ Documentation of final inspection—Substantial completion, project closeout, etc.

SECTION H—LABOR

1. Overview

This section provides an overview of federal laws that govern the wages and working conditions for laborers and mechanics employed under construction contracts funded in whole or in part by CDBG funds.

Contracts for construction, alteration or rehabilitation of public works projects, public facilities, and some housing projects are governed by laws designed to ensure:

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

2. Applicable Laws

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

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

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

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

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

b. Copeland “Anti Kickback” Act [40 USC 276 (c)]

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

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

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

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

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

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

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

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

The key provisions apply to housing rehabilitation, housing construction and other public construction contracts.

3. Exemptions from Labor Standards

A jurisdiction is exempt from Labor Standards Provisions when:

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

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

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

4. Wage Rate Decision (See Exhibit H-1)

Jurisdictions carrying out a construction project must contact state CDBG staff and request the most recent Davis-Bacon Wage Rate Decision prior to soliciting bids for the project. Advertisements for bid must include language that the project is subject to Federal Labor Standards, Davis-Bacon Provisions, Section 3 and EEO requirements. This general decision must become part of the project specifications and the contract between the jurisdiction and the general contractor. Please review the procurement section of this handbook for guidance regarding when and how to advertise for a contractor. *Note: If the contract is not awarded within 90 days of the bid opening, any modifications to the wage decision must be incorporated into the contract,*

5. General Contractor Eligibility Determination

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

If the selected bidder is determined to be eligible, the state CDBG office will provide the grantee with a notice to proceed/contractor eligibility letter (**Exhibit H-2 is a sample**). If the selected bidder appears on the list of ineligible contractors, the CDBG office will provide a notice of ineligibility. At that point the grantee may offer the contract to the first alternate bidder or may reopen the bidding procedures.

6. Form 4010 (See Exhibit H-3)

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

7. Section 3 Construction Clause (See Exhibit H-9)

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

8. Pre-Construction Conference

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

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

9. Weekly Payroll Reporting

Proper submittal of weekly payrolls is the **most important requirement** of the CDBG program. The proper payroll format is provided in the Labor Exhibits section of this handbook (see **Exhibit H-10**). A computerized payroll form can be used instead provided that it contains the same information. Most importantly, all payroll forms must be **certified** and submitted to the grantee **each week!** For permissible payroll deductions, see **Exhibit H-5**. It is not necessary to send the payrolls to the State for review. A CDBG staff person will review these during the monitoring visit.

Correcting Payroll Errors

The project manager (grantee) will notify the contractor by phone or letter if an error is found in the payroll. Adjustments should be made as follows:

- a. If the gross amount of wages due a worker does not exceed \$10.00, restitution will not be required.
- b. If the gross amount exceeds \$10.00, then a certified statement from employee showing payment was received, or a canceled check with the employees' endorsement must be provided to the project manager.

10. Monitoring Contract Performance

It is the grantee's responsibility to monitor construction contracts to ensure that all required notices are posted prominently at the construction site, that the contractor's weekly wage reports are accurate, and that the contractor is complying with applicable labor standards. While the general contractor is responsible for his subcontractors, the grantee is ultimately responsible for monitoring of Davis-Bacon requirements. This monitoring function can be accomplished through the following activities:

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

11. Employees Interviews

Interviews should be conducted once with all the laborers on the job and once with at least 10 percent of the remaining job classifications (backhoe operator, painter, cement mason, etc.) Project managers will be asked to interview all workers on small projects. The interviewer must complete all sections on the HUD-11 form (see **Exhibit H-8**). The interviewer's observations of the duties being performed and the tools being used are noted. The interviewer compares observations and laborer/mechanic's statements. The interview form is then compared to the payroll form for consistency and the interview form signed that the comparison has been made.

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

If a violation is evident, the grantee may work with the contractor on an informal basis to resolve the finding. When the contractor refuses to address the violation or continues to violate the labor standards provision, the grantee should report the violations to the state CDBG staff. The state office then will work with the regional office of the U.S. Department of Labor to determine what actions are required. (The contractor should be informed that an unresolved finding could result in disbarment and makes the contractor ineligible for further CDBG projects or other federally assisted construction projects.)

LABORER

Common or General.....	\$ 16.90	5.45
Mason Tender- Brick.....	\$ 17.70	6.25

* PLUM0140-008 08/01/2015

	Rates	Fringes
PIPEFITTER, Excluding HVAC Pipe Installation.....	\$ 29.22	10.69

* PLUM0140-009 08/01/2015

	Rates	Fringes
PLUMBER (Including HVAC Pipe Installation).....	\$ 29.22	10.69

SUUT2008-019 07/14/2015

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 17.50	3.91
CEMENT MASON/CONCRETE FINISHER...	\$ 15.76	3.79
PAINTER: Brush, Roller and Spray.....	\$ 12.50	0.00
ROOFER.....	\$ 15.50	2.72
SPRINKLER FITTER.....	\$ 17.89	5.59

TEAM0222-011 07/01/2015

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 20.73	8.43
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 18.06	8.43
10 tons to less than 15 tons.....	\$ 18.21	8.43
15 tons and less than 20 tons.....	\$ 18.31	8.43
20 tons and over.....	\$ 18.46	8.43
Pickup Truck.....	\$ 17.99	8.43
TRUCK DRIVER (Oil Spreader).....	\$ 18.86	8.43
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 18.39	8.43
Over 8 cu. yds. to 14 cu. yds.....	\$ 18.49	8.43
TRUCK DRIVER (Water, Fuel & Oil Tank)		
0 to less than 1,200 gal....	\$ 18.04	8.43
1,200 gal. to less than 2,500 gal.....	\$ 18.16	8.43
2,500 gal. to less than 4,000 gal.....	\$ 18.31	8.43
4,000 gal. to less than 6,000 gal.....	\$ 18.61	8.43
6,000 gal. to less than 10,000 gal.....	\$ 18.86	8.43
10,000 gal. to less than 15,000 gal.....	\$ 19.11	8.43

15,000 gal. to less than		
20,000 gal.....\$	18.36	8.43
20,000 gal. to less than		
25,000 gal.....\$	19.71	8.43
Over 25,000 gal.....\$	19.86	8.43
TRUCK DRIVER: Dump Truck		
(Includes Bottom-end or side)		
Less than 8 cu. yds.....\$	18.16	8.43
8 cu. yds. and less than		
14 cu. yds.....\$	18.31	8.43
14 cu. yds. and less than		
35 cu. yds.....\$	18.46	8.43
35 cu. yds. and less than		
55 cu. yds.....\$	18.66	8.43
55 cu. yds. and less than		
75 cu. yds.....\$	18.86	8.43
75 cu. yds. and less than		
95 cu. yds.....\$	19.06	8.43
95 cu. yds. and less than		
105 cu. yds.....\$	19.26	8.43
105 cu. yds. and less than		
130 cu. yds.....\$	19.38	8.43
TRUCK DRIVER: Lowboy Truck.....\$	21.238	8.43

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal Process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the Interested party's position and by any information (wage payment data, Project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an Interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

EXHIBIT H-2

CONTRACTOR ELIGIBILITY/NOTICE TO PROCEED

July 28, 2016

Mr. Jim Bowe
CDBG Project Manager
100 South Main Street
Utopia, Utah 84000

Dear Mr. Bowe:

2015 CDBG Contract # 15-0000; Town of Utopia—Waterline Upgrade Contractor Eligibility

This is in response to your request for a determination of general contractor eligibility. I have reviewed the Lists of Parties Excluded from Federal Procurement or Non-procurement Programs as of 2/28/2014 published by the System for Award Management (SAM) and find that the company cited below does not appear in those lists:

Great Basin Development and Construction, LLC

As a result of this determination, you are authorized to proceed in contracting with the above-named party. Make sure there is a signed contract with the contractor and that it includes Form 4010 (Federal Labor Standard Provisions), the Davis-Bacon General Wage Decision UT130039, 01/4/14, Heavy, and the Section 3 Clause for Construction. These documents are posted in WebGrants under “State Program Attachments” for your use. If you have any questions, please call me at (801) 468-0127.

Sincerely,

Julie Tuimauga
Labor Specialist

Exhibit H-3
HUD Form 4010

Federal Labor Standards Provisions
U.S Department of Housing & Urban Development
Office of Labor Relations

Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of their registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rates specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit H-4

Pre-Construction Conference Agenda/Minutes

Contract Name: _____ **Contract #** _____

Date: ___/___/___ **Place:** _____

Attendees: _____ **Representing:** _____ **Phone:** _____

- ___ Davis-Bacon wage decision must be included in contract and/or specifications and posted on job site
- ___ Fringe benefits (What's eligible? Health insurance, vacation pay, sick pay, holiday pay, 401k)
- ___ Contract Work Safety Standards Act Hours: Overtime = Time and a half paid for more than 40 hours/week
- ___ Department of Labor posters must be posted on job site
- ___ Any apprentices on project must be paid Davis-Bacon wage (unless wage is approval by DOL BAT Office)
- ___ New wage classifications must be approved by State of Utah [Contact Julie Tuimauga at (801) 468-0127]
- ___ Subcontractors' responsibilities—All payrolls must be submitted to the General Contractor weekly
- ___ Payrolls must be submitted weekly by general/subs with seven days on each form, numbered 1, 2, 3, etc.
- ___ Errors/Disputes—Call _____ at _____
- ___ Employee Interviews—_____ will conduct and compare with Wage Decision
- ___ Bid documentation must be in grantee file Bid Opening Date? _____ Start Date? _____
- ___ Has the contract between the jurisdiction and contractor been signed? ___ If no, then when? _____
- ___ Water/Sewer Projects—Has Utah DEQ issued construction permit? ___ Date: ___/___/_____ Documentation? ___
- ___ Sec. 3 Compliance: CDBG regulations governing the grant require that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to local lower-income residents. Further, to the greatest extent feasible, business concerns located in or substantially owned by residents of the project area will be utilized.
 - Will the General Contractor/subs hire any new employees to carry out this project? ___ Yes ___ No ___
 - If yes, the General Contractor/subs must demonstrate efforts to encourage Section 3 (local residents) to apply.
 - Is General Contractor/subs a Section 3 Business Concern ___ Yes ___ No (Contractors sign certification)
 - If "yes," contractors should register as Section 3 Business Concern at the Division's Registry.

EXHIBIT H-5

1. Permissible Payroll Deductions

The following payroll deductions may be made without requesting approval:

- a. Any deductions made in compliance with the requirements of federal, state or local law.

Examples:

- i. Federal withholding taxes
 - ii. State withholding taxes
 - iii. Federal Social Security taxes
- b. Any deductions of sums previously paid to the employee as a bonafide prepayment of wages when prepayment is made without discount or interest.
 - i. Example: A “bonafide prepayment of wages” is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of advanced funds.
 - c. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of:
 - i. The contractor
 - ii. The subcontractor
 - iii. Any affiliated person
 - iv. When collusion or collaboration exists
 - d. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of the employer, or both for the purpose of providing (from principal, or income, or both):
 - i. Medical or hospital care
 - ii. Pensions or annuities on retirement
 - iii. Death benefits
 - iv. Compensation for injuries, illness, accidents, sickness or disability
 - v. Insurance for any of the foregoing
 - vi. Unemployment benefits
 - vii. Vacation pay
 - viii. Savings accounts
 - a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done
 - b. Provided for in a bonafide collective bargaining agreement between the contractor or subcontractor and representatives of its employees
 - e. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
 - f. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
 - g. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
 - h. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

- i. Any deductions to pay regular union initiation fees and membership dues not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- j. Any deductions not more than for the "reasonable cost" of board, lodging or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under section 516.27(a) of this title shall be kept.
- k. Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such a deduction does not violate the Fair Labor Standards Act or is not prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and the deduction is either (2) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

2. Fringe Benefits

Code of Federal Regulations Title 29, Section 5.20-5.31. The 1964 amendments to the Davis-Bacon Act require that the prevailing wage determined for federal and federally-assisted construction include (among other things):

- a. The basic hourly rate of pay
- b. The amount contributed by the contractor/subcontractor for certain fringe benefits (or the cost to contractor/subcontractor for such benefits). Therefore, if the wage determination lists fringe benefits, the contractor/subcontractor must pay to the employee in cash or fringe benefits an amount that equals the total of the basic hourly rate and fringes appearing on the wage determination. Any combination of cash payments and fringes is allowed, provided that the part you provide in benefits is:
 - i. Explained to all employees in writing
 - ii. Administered through a third party or through an actuarially sound, enforceable, unfunded commitment (The Secretary of Labor may require unfunded plans to be held in a separate, special account.)

If the employee works overtime, the premium must be computed on basic hourly rate shown on the wage determination, even if the employer pays less than this amount in cash because of increased fringes. (In other words, if you take a credit on the basic hourly rate because you pay more in fringes than required by the wage determination, you must revert back to the rate in the wage determination when computing and paying for overtime work.)

A fringe benefit is considered an employment benefit (such as a pension, a paid holiday, health insurance) granted by an employer that involves a monetary cost without affecting the basic wage rates.

The Statutory Provisions of fringe benefits under Davis-Bacon are contained in Part 5.23. The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act, in part, are as follows:

- c. The rate of contribution irrevocably made by a contractor/subcontractor to a trustee or to a third person pursuant to a fund, plan, or program. The third person must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor/subcontractor be able to recapture any of the contributions paid in or in any way divert the funds to his own use or benefit.

Term: Fund, plan or program, is merely intended to recognize the various types of arrangement commonly used to provide fringe benefits through employer contributions. The contributions for fringe benefits must be made pursuant to a fund, plan or program [Section 1(b)(2)(A) of the Act].

- d. The rate of costs to the contractor/subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected but only where the contractor/subcontractor is not required by other federal, state or local law to provide such benefit.

The Act lists all types of fringe benefits that Congress considered to be common in the construction industry as a whole. These include, where the contractor/subcontractor pays all or part of, the following:

- i. Medical or hospital care
- ii. Pensions on retirement or death
- iii. Compensation for injuries or illness resulting from occupational activity
- iv. Insurance to provide for any of the foregoing
- v. Unemployment benefits
- vi. Life insurance
- vii. Disability or Sickness Insurance
- viii. Accident insurance
- ix. Vacation and holiday pay
- x. Defrayment of costs of apprenticeship or other similar programs
- xi. Other bonafide fringe benefits

Term: Other “bonafide fringe benefits” is the so-called “open-end” provision. This was included so that new fringe benefits may be recognized as they become prevailing.

The Act excludes fringe benefits that a contractor/subcontractor is obligated to provide under other federal, state or local law. No credit may be taken under the Act for the payments made for such benefits; e.g., payment for Workmen’s Compensation Insurance under either a compulsory or elective State statute—these are not considered payments for fringe benefits under the Act. Also, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act.

Only the amount of contributions or costs for fringe benefits that meet the requirements of the Act will be considered.

The rate of contribution or cost is ordinarily an hourly rate and will be reflected in the wage determination as such. When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Wage determinations will not contain such benefits when such benefits are not prevailing in the area of construction.

A contractor/subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for “bonafide” fringe benefits or the types listed in the applicable wage determination or otherwise found to be prevailing by the Secretary of Labor, or by a combination thereof. Sometimes the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, however, the Secretary, at his discretion, may express in the wage determination that rate of contribution or cost used in the formula or

method, or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act.

Unfunded Plans (Part 5.28): There are no types of fringe benefits eligible for consideration as a so-called “unfunded plan” unless:

- i. It could be reasonably anticipated to provide benefits described in the Act.
- ii. It represents a commitment that can be legally enforced.
- iii. It is carried out under a financially responsible plan or program.
- iv. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

The cost to a contractor/subcontractor which may be reasonably anticipated in providing benefits of the types describe in the Act pursuant to an enforceable commitment to carry out a financially responsible plan or program are considered fringe benefits within the meaning of the Act [see 1(b)(2)(B) of the Act].

Legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor/subcontractor.

It is in this manner that the Act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the act.

There is a protection, however, against the use of this provision as a means of avoiding the Act’s requirements. The words “reasonably anticipated” are intended to require that any unfunded plan or program be able to withstand a test that can be described as one of actuarial soundness. As in the case of other fringe benefits payable under the Act, an unfunded plan must be bonafide and not a mere simulation or sham for avoiding compliance with the Act.

EXHIBIT H-6
Sample Letter to Contractor

December 18, 2015

Abelson and Johnson, General Contractors
715 North Charles
High Point, Utah 84200

Dear Mr. Johnson:

Please take immediate steps to correct the payroll submitted by your subcontractor, Barton Electric. The deficiencies described on the attached list must be corrected within 30 days.

As General Contractor for this project, you are responsible for making sure revised payrolls are:

- Corrected promptly
- Reviewed by you (or another officer of the firm) before they are sent to me

Any wage restitution owed/paid must be documented. The state CDBG staff will withhold further payments on this grant until any wage restitution issues are resolved. If you have questions or concerns, please phone me at (XXX) XXX-XXXX.

Sincerely,

Joe Utah
CDBG Project Manager

EXHIBIT H-7
Sample Wage Restitution Letter to Contractor

March 25, 2016

Abelson and Johnson, General Contractors
715 North Charles
High Point, Utah 84200

Dear Mr. Johnson:

A review of the weekly payrolls for the _____ project was completed and resulted in one or more of the employees on the job were not paid the appropriate wage stipulated in the Davis-Bacon wage decision issued for this project: _____. Please review the information and contact the company owner. In order to make further payments on this project, the State CDBG Office must receive proof that the restitution has been paid. Payments to you will be withheld until the restitution is paid and documented.

Employee Name	Company	Job Classification	Payroll #	Wage/hr Paid	Correct Wage	Shortage Per hour	Hours Worked	Amount Due

Sincerely,

Bob Smith
Anytown

Exhibit H-8

**Record of
Employee Interview**

**U.S. Department of Housing
and Urban Development
Office of Labor Relations**

OMB Approval No. 2501-0009
(exp. 12/31/2013)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name								
1b. Project Number			2b. Employee Phone Number (including area code)								
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code								
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>								
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>							
4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>											
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary											
6. Your duties											
7. Tools or equipment used											
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"></td> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> <td style="width: 33%;"></td> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> </tr> </table>							Y	N		Y	N
	Y	N		Y	N						
8. Are you an apprentice or trainee?		<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?							
9. Are you paid for all hours worked?		<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?							
12a. Employee Signature			12b. Date								
13. Duties observed by the Interviewer (Please be specific.)											
14. Remarks											
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview						

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
------------------------------------	-----------

Previous editions are obsolete

Form HUD-11 (08/2004)

Exhibit H-9

Section 3 Clause

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

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

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

Payroll Falsification Indicators

Certified payroll reports are fairly straightforward records of employees, work classification, hours worked, rate(s) of pay, gross earnings, deductions and net wages paid. The information required for certified payrolls involves no more than the information any responsible employer must maintain concerning its basic business operations.

Davis-Bacon compliance basically involves three factors: 1. The type (classification) of work performed; 2. The number of hours worked; and 3. The prevailing wage rate for that classification. A fourth factor involves the actual payment of wages by check and/or cash. In order to conceal underpayments, a willfully violating employer must falsify the payroll report as it pertains to one or more of these factors. There are four falsification indicators that are easy to detect on certified payrolls in a "spot check":

1. Ratio of laborers to mechanics. Look for excessive use of laborers over mechanics. Generally there should be no more than one laborer for each mechanic (1:1) except for landscaping, or cement or other paving work.
Indicative of: Misclassification. Workers are performing higher-paying mechanic duties but are misclassified and paid at lower Laborer wage rates.

2. Too few or irregular hours. Look for employees that never work 40 hours per week; for crews that work in a scattered fashion; for hours reported in tenths or hundredths (e.g., 13.6 hours). Most people work a 40-hour workweek. Most crews work together on a job site. Most employers and employees track work hours by whole, half and quarter hours not by tenths or hundredths.

Indicative of: Reduction of Hours. Actual hours worked are reduced to "fit" in a fabricated calculation: $(\text{Reduced hours}) \times (\text{Rate required on wage decision}) = \text{Substandard wages actually paid based upon a lower rate of pay.}$

3. Discrepancies in wage computations. Look for gross wages paid in "round" numbers (e.g., \$700) that don't agree with the product of reported hours multiplied by the rate of pay. For example, a payroll showing 20 hours times \$33.68 (the rate on the wage decision) and gross wages of \$700. (20 hours times \$33.68 equals \$676.60 *not* \$700.)

Indicative of: Falsification of rate of pay such as piece work or lower (but more even) rate. For example, the wage decision requires \$33.68/hour for the type of work performed but the employer chooses to pay \$17.50 per hour. (40 hours times \$17.50 equals \$700.) The employer can't make the fabricated calculation "fit" precisely because the Davis-Bacon wage rate is not an even figure.

4. Extraordinary deductions. Look for unidentified or disproportionate deductions, for example, an employee whose savings account deduction is nearly as much or more than the weekly take-home pay.

Indicative of: Kickbacks or basic underpayment. The employer takes his "cut" from the back end of the computation (after gross earnings) rather than the front end (falsifying the classification, hours or wage rate).

If these indicators appear on payrolls you will want to take preliminary steps to test whether the payrolls are accurate or false. For example, you can target on-site interviews or send questionnaires to the affected workers to get their perspective and compare the interview and/or questionnaire statements to the payroll reports. If an investigation is warranted, you will want to learn what information on the payrolls is false and what is true. (Employers rarely falsify *all* of the information on payrolls.) Eventually, you will need to compute the amounts of backwages that are due and knowing what information on the payroll is true can be critical to making these computations.



Project Managers

Please post payrolls to "Grantee Attachments" in WebGrants

Do not e-mail to State CDBG Staff. Do not attach to Request for Funds.

Contract: 14-0441 - Pipeline Improvement Project - 2013

Status: Underway

Program Area: Community Development Block Grants (CDBG)

Grantee Organization: [Howell Town](#)

Contract Components	Alerts View Contract View Application
Component	I
General Information	08/08/2013
Scope of Work	07/09/2013
Routing Slip	08/08/2013
Appropriations	07/09/2013
Budget	07/09/2013
Closeout Forms	
Request For Funds	08/29/2014
HUD Activities	05/05/2014
State Program Office Attachments	08/11/2014
Grantee Attachments	08/29/2014
Contract Attachments	
Tracking Sheet	05/15/2014
FFATA	07/09/2013
Environmental Reviews	09/27/2013
Contract Amendment	

Please scan construction payrolls and attach in "Grantee Attachments"

Attach File

You must enter a description.
Please enter the "Week Ending __/__/____"
so all weeks can be accounted for.

Upload File: No file chosen

Please attach each payroll separately and identify the contractor.

Attachments - Grant

Remove?	File Name	Descript
	enviromental review record.pdf	ERR
	C.R.B. Underground.pdf	Howell Town C.R.B. Underground.pdf
	Golden Spike Automation.pdf	Howell Town Golden Spike Automation.pdf
	Mountain States Supplu.pdf	Howell Town Mountain State Supplu.pdf
	June 12, 2014.pdf	Brigham City Lab Report
	June 17, 2014.pdf	Brigham City Lab Report
	CRB Payroll #1.pdf	Week Ending 05/25/2014
	CRB Payroll #2.pdf	Week Ending 06/01/2014
	CRB Payroll #3.pdf	Week Ending 06/08/2014
	CRB Payroll #4.pdf	Week Ending 06/15/2014
	CRB Payroll #5.pdf	Week Ending 06/22/2014
	Braegger Payroll #1.pdf	Week Ending 05/25/2014
	Braegger Payroll #2.pdf	Week Ending 06/01/2014
	Braegger Payroll #3.pdf	Week Ending 06/08/2014
	Braegger Payroll #4.pdf	Week Ending 06/15/2014

SECTION I—LEAD-BASED PAINT

Grantees whose project involves pre-1978 buildings/housing and any of the regulated activities listed below are required to comply with the following regulations:

HUD’s Lead-based Paint Regulations—24 CFR Part 35, et al., LBP Final Rule, published September 15, 1999

EPA’s Lead Renovation, Repair and Painting Rule—40 CFR 745.80 Subpart E – Effective April 22, 2010

Regulated Activities:

- a) Renter/owner-occupied residential rehabilitation (All funding types)
- b) Tenant Based Rental Assistance (HUD)
- c) Down Payment Assistance (First Time Home Buyer Programs) (HUD)
- d) Special Needs Housing Programs including acquisition (HUD)
- e) Homeless Shelter Operations (HUD)

1. BACKGROUND

What is Lead Poisoning?

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

The Problem of Childhood Lead Poisoning

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

Health Effects

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

Sources of Lead Poisoning

As a result of the extensive use of lead over several centuries in the U.S., lead can be found in paint, dust, soil, water, air and food.

Lead-based paint causes more poisoning to children from exposure to lead dust in older homes than by any other source, usually through normal hand-to-mouth activity after getting lead dust on their hands and toys. Children that may eat lead-based paint chips can be seriously poisoned, but this is relatively rare.

Soil in the vicinity of the home can be contaminated from flaking exterior lead-based paint or previous deposits of leaded gasoline. Exterior sandblasting can produce exceptionally high levels of lead in soil. Children then play in that dirt and directly ingest it, or it is tracked into the house on shoes. Some soil has been contaminated by lead from prior gasoline use.

Drinking water can also contain lead from pipes or solder and contribute to childhood lead poisoning, especially when contaminated tap water is used to make baby formula. Parents who work in lead-related industries can also bring lead home on their clothes, exposing children to the hazard.

Point sources include workplace exposures to lead, which are often extreme with workers receiving doses well above those experienced by the general population. The most heavily lead-exposed adults are almost exclusively found to be those who work with lead, particularly in the absence of adequate ventilation and other controls. Moreover, exposed workers may carry lead particles home on their clothing, shoes or hair, putting family members at risk. Those who work in construction, demolition, painting, with batteries, radiator repair shops, lead factories or a hobby that involves lead are often exposed to lead.

Other less common sources include food and drink stored in leaded crystal, lead-soldered cans or lead-glazed ceramic ware; hobbies that involve lead; and home remedies and cosmetics that are popular in some cultures.

2. LEAD-BASED PAINT REGULATION OVERVIEW

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

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

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

3. HUD’S SPECIFIC LEAD-BASED PAINT REQUIREMENTS DEPEND ON THE AMOUNT OF FEDERAL REHABILITATION ASSISTANCE THE PROJECT IS RECEIVING

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

Greater than \$5,000 and up to \$25,000 per unit: Identify and control lead hazards. Identify all lead hazards at the affected units and common areas servicing those units by performing a lead-based paint risk assessment. Control the hazards using interim controls. Participants may skip the risk assessment and presume that all potential lead hazards are present, and then must use standard treatments to address them. In addition to training that meets the EPA’s RRP Rule requirements, HUD-approved interim control training (such as the HUDEPA RRP curriculum) is required for renovators and workers.

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

4. TITLE 24: HOUSING AND URBAN DEVELOPMENT PART 35:115—EXEMPTIONS

- a. Subparts B through R of this part do not apply to the following:
 - i. A residential property for which construction was completed on or after January 1, 1978, or, in the case of jurisdictions which banned the sale or residential use of lead-containing paint prior to 1978, an earlier date as HUD may designate (see 24 CFR Part 35.160).
 - ii. A zero-bedroom dwelling unit, including a single room occupancy (SRO) dwelling unit.
 - iii. Housing for the elderly, or a residential property designated exclusively for persons with disabilities; except this exemption shall not apply if a child less than age 6 resides or is expected to reside in the dwelling unit (see definitions of housing for the elderly and expected to reside in 24 CFR Part 35.110).
 - iv. Residential property found not to have lead-based paint by a lead-based paint inspection conducted in accordance with 24 CFR Part 35.1320(a) (for more information regarding inspection procedures consult the 1997 edition of Chapter 7 of the HUD Guidelines). Results of additional test(s) by a certified lead-based paint inspector may be used to confirm or refute a prior finding.
 - v. Residential property in which all lead-based paint has been identified, removed, and clearance has been achieved in accordance with 40 CFR 745.227(b)(e) before September 15, 2000, or in accordance with 24 CFR Part 35.1320, 35.1325 and 35.1340 on or after September 15, 2000. This exemption does not apply to residential property where enclosure or encapsulation has been used as a method of abatement.
 - vi. An unoccupied dwelling unit or residential property that is to be demolished, provided the dwelling unit or property will remain unoccupied until demolition.

- vii. A property or part of a property that is not used and will not be used for human residential habitation, except that spaces such as entryways, hallways, corridors, passageways or stairways serving both residential and nonresidential uses in a mixed-use property shall not be exempt.
- viii. Any rehabilitation that does not disturb a painted surface.
- ix. For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable, and the requirements of subparts B through R of this part shall not apply. This exemption applies only to repairs necessary to respond to the emergency. The requirements of subparts B through R of this part shall apply to any work undertaken subsequent to, or above and beyond, such emergency actions.

5. SAFE WORK PRACTICES—24CFR PART 35.1350

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

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

**6. SUMMARY OF HUD LEAD-BASED PAINT (LBP) REQUIREMENTS—
24CFR 35, Subparts B through R—Interpretive Guidance**

Sub-part	Type of Program	Construction Period	Requirements ^{1, 2, 3}
J	Rehabilitation Assistance:		
	For all properties	Pre-1978	<ul style="list-style-type: none"> • Provision of pamphlet • Paint testing of surfaces to be disturbed or presumed LBP • Notice to occupants • Ongoing LBP maintenance if HOME rental
	1. Property receiving less than or equal to \$5,000 per unit	Pre-1978	<ul style="list-style-type: none"> • Safe work practices in rehab • Repair-disturbed paint • Clearance of the worksite
	2. Property receiving more than \$5,000 and up to \$25,000	Pre-1978	<ul style="list-style-type: none"> • Risk assessment

			<ul style="list-style-type: none"> • Interim controls
	3. Property receiving more than \$25,000 per unit	Pre-1978	<ul style="list-style-type: none"> • Risk assessment • Abatement of LBP hazards • Interim controls allowed for exterior
K	Acquisition, Leasing, Support Services, or Operation	Pre-1978	<ul style="list-style-type: none"> • Provision of pamphlet • Visual assessment • Paint stabilization • Notice to occupants • Ongoing LBP maintenance for ongoing assistance

J7. DE MINIMIS AREAS AND PAINT TESTING / CLEARANCE / NOTIFICATION REQUIREMENTS: The regulation states, at section 35.1350(d), that if the area of painted surfaces being disturbed totals no more than a specified de minimis level, safe work practices are not required. Does this mean that paint testing, clearance and notice of hazard reduction activity are also not required?

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

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

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

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

The lease or other residency agreement should so state. The term “housing for the elderly” is defined in the regulation as “retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or more, or other age if recognized as elderly by a specific Federal

housing assistance program.” A person with a disability is defined in the Americans With Disabilities Act (ADA) and the Rehabilitation Act of 1973 as any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of an impairment or is regarded by others as having such an impairment. It is not necessary that the lease or residency agreement include these precise definitions.

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

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

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

7. WHERE TO START?

Unfortunately, the various lead-based paint regulations are confusing and cumbersome to say the least! **Grantees working on projects that involve pre-1978 buildings used for housing or child occupied facilities should begin by contacting Cheryl Brown at the Utah State CDBG office at (801) 468-0118.** Guidance will be given based on the project scope. Resources are also available on the Environmental Review web page of the Department of Workforce Services, Housing & Community Development Division. This page can also be accessed through WebGrants, the division's electronic grants management system, when completing an Environmental Review Record (ERR).

SECTION J—MONITORING

1. Project Monitoring

It is the State’s responsibility to ensure, to the greatest extent possible, that all CDBG projects are carried out in accordance with all program regulations and other federal requirements. State staff will work with each grantee throughout the life of the project to assist them through the process. Our goal is to have successful projects that meet the CDBG standards. When the project is 90 percent complete, project managers should notify their CDBG staff person. The final 5–10 percent of each grant will be withheld until state monitoring has occurred. While **all** projects will be monitored for program compliance, only construction projects in excess of \$200,000 will have an **on-site** monitoring visit. Other projects will be subject to “desk audits” whereby compliance documentation will be reviewed through WebGrants, the division’s electronic grants management system. Projects involving direct beneficiaries (single-family rehab, down-payment assistance, rental assistance, etc.) may, at the discretion of the state staff, have an on-site visit. Other projects involving complex issues, project delays or inexperienced project managers may be monitored on site as well. The first checklist below is provided to project managers so they can be prepared for monitoring.

2. Monitoring Checklist

CDBG Project Monitoring Checklist (all construction projects)..... pg 2

Project-Specific Monitoring Checklists

 Acquisition pg 4

 Single Family Housing Rehabilitation..... pg 5

 Homeownership and Rental Assistance pg 6

 Equipment Acquisition..... pg 7

AOG Monitoring Checklist

 Civil Rights (all projects) pg 8

CDBG MONITORING CHECKLIST (Required for ALL Projects)

This checklist is provided as a courtesy to help grantees prepare for the CDBG monitoring process. All projects will be monitored for program compliance. This visit is not an audit; it is performed to assist grantees in making sure that their jurisdiction is maintaining all the required state and federal documentation, and that the completed project has met the national requirements for the CDBG grant. The CDBG grant is a public record. The general public may request access to grant files. It is important to maintain project records for a minimum of five years after grant closeout.

Application Checklist (Mostly Provided Online in WebGrants)

- CDBG application
- Two notices of public hearings to document grant application and award, and minutes from those public hearings
- Income survey sheets, tabulations and survey instrument (if applicable)
- Slum/blight resolution (if applicable)
- Project listed in the applicant's Capital Improvement Plan (CIP)
- Commitment letters from non-CDBG funding sources or other funding verification
- Anti-dislocation resolution adopted by jurisdiction

Contract File

- CDBG contract between State and jurisdiction
- Cooperative agreement between jurisdiction & subgrantee (non-profit) (if applicable)
- Any contract amendments that were added to the original contract

Engineer/Architect File

- Contract between engineer/architect and jurisdiction

Administration Financial (Request for Funds) (Mostly Provided Online in WebGrants)

- Verification of administrative costs (time sheets, invoices, etc.) How are wages determined? (This is required if CDBG funds are paying for such expenses.)
- Request For Funds (RFF) forms and contractor invoices
- Bank statements showing deposit of state funds
- Bank statements showing payments to contractors
- Bank statements showing deposit of funds passed through to subrecipient (if applicable)
- Written purchasing and financial policies and procedures

Environmental File (Online in WebGrants/Original Documents in Files)

- Environmental Certifying Officer (ECO) Resolution (if applicable)
- Environmental Review Record (ERR)
- Public notices (FONSI) and Request for Release of Funds and Certification (if applicable)

- Environmental clearance letter signed by state CDBG office
- RLF Projects Only—Environmental Review Record (ERR) and clearance letters for each loan made

Construction & Labor File

- Davis-Bacon wage rate decision on file? ____
- Contractor eligibility approval letter from CDBG labor specialist on file? ____
- Proof of contract bid advertising on file? ____
- Bid tabulation documentation on file? ____
- Bid opening date _____
- Contract award date (date contract between jurisdiction and contractor is signed) _____
- Pre-construction meeting date _____ Minutes on file? _____ Construction start date _____
- Contract between jurisdiction and contractor [must include Davis-Bacon General Wage Decision, HUD Form 4010-Federal Labor Standard Provisions, Section 3 Clause for Construction (if applicable) and an Equal Employment Opportunity statement] and any Change Orders, including amounts
- Grantee monitored for Section 3 compliance? (Section 3 Business Concern Forms submitted by contractors and certification by General Contractor regarding new employment opportunities created, if any) ____
- Weekly payroll forms from general contractor and ALL sub-contractors numbered sequentially, signed by contractor, and **checked for accuracy (compared to wage decision) by grantee**
- Contractor employee interviews of all laborers and at least 10% of the workforce

Monitored By: _____ **Date:** _____

Notes: _____

ACQUISITION PROJECTS

(Revised 1/16)

CDBG Grantee: _____ Contract # _____ Date: _____

Project Description: _____

	Yes	No
General information		
Is the acquisition exempt per 49 CFR 24.101(b)(1)?		
Is a copy of the "Notice of Exemption" in the file?		
If the property was donated, is there evidence the owner has been informed of his rights?		
Preliminary Acquisition Notice		
Is a copy of the notice in the file?		
Is there evidence of receipt?		
Appraisal		
Is a copy of the appraisal in the file?		
Was a qualified independent appraiser utilized?		
Is there evidence the owner was invited to accompany the appraiser?		
Is there evidence of receipt of the appraisal?		
Was a review appraisal performed?		
Written Purchase Offer		
Is a copy of the written purchase offer in the file?		
Was the offer issued promptly after the appraisal?		
Is a statement of the basis for determining the offer for the property included in the offer?		
Are copies of any counter-offers from the property owner included in the file?		
If the grantee determined not to purchase, is there a notice and evidence of receipt?		
Purchase and Payment		
Is a copy of all required purchase documentation in the file (deed, title evidence, etc.)?		
Is a statement of the closing costs in the file?		
Is the proof of payment in the file?		
Was the payment timely?		
Is there proof of recording of the deed in the file?		
Rental Agreement		
If a tenant occupies the property acquired, is the rental at fair market value?		
Appeals		
Is a copy of any payment for incidental expenses or certain litigation expenses in the file?		
Is there a record describing the determination and disposition of any appeal in the file?		
Reviewer Notes:		

Date of Review: _____

Reviewer: _____

SINGLE FAMILY HOUSING REHABILITATION
(Revised 9/15)

AOG: _____ **Contract #:** _____ **Program Year:** _____

Homeowner: _____ **Address:** _____ **City:** _____

	Yes	No
Did homeowner complete a Single Family Housing Rehab application?		
Does the application identify:		
Location of project?		
Description of the work to be performed?		
Cost estimate?		
Accurate race and ethnicity data?		
Gender?		
Disability?		
How was homeowner income verified? Social Security Statements <input type="checkbox"/> Unemployment <input type="checkbox"/> Two months of pay stubs <input type="checkbox"/> Other:		
Is supporting documentation of homeowner income in the application file?		
Were the most current HUD income limits used?		
Is there proof of home ownership in the application file?		
What, if any, restrictions are there regarding re-payment of grant if home is sold?		
Has an Environmental Review Record (ERR) been approved for this project?		
Is the ERR kept in the application file?		
Has the AOG documented Lead-based Paint compliance, if applicable?		
How was the contractor chosen? (Bid process? Other?)		
Was the contractor's eligibility verified and documented?		
Was the contractor's contract compared with work description prior to award?		
Is there documentation of contract award date, construction start and completion?		
Was a final inspection completed when the work was finished?		
Was the final inspection made with the homeowner or designated representative?		
Was the work performed in accordance with all codes?		
Did the homeowner sign off on the work done?		
Was the homeowner aware of the procedures in place if the work was not satisfactory?		
Does the file contain copies of all invoices and checks?		
Reviewer Notes:		

Date of Review: _____

Reviewer: _____

HOMEBUYER/RENTAL ASSISTANCE
(Revised 9/15)

	Name	Family Size	Income & Documentation	Amount	Date	Race	Hispanic	# of Disabled Persons
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Reviewer Notes:

Date: _____ Reviewer: _____

EQUIPMENT PURCHASE

Grantee: _____ **Contract Amount:** _____

Contract # _____ **Program Year** _____

1. What equipment was purchased? _____
2. How was the vendor chosen? _____
3. Was an RFP prepared? Yes ___ No ___ Documentation? Yes ___ No _____
4. Award/purchase date: ___/___/_____
5. Where is equipment located? _____
6. Has the equipment serial/VIN number been recorded on grantee's Fixed Assets Inventory?
 - a. Yes ___ No ___
 - b. Serial Number _____
 - c. VIN Number _____
7. Does the SN # or VIN # match the invoice? Yes ___ No ___

Note to Grantee: The CDBG office must be contacted prior to the sale of any equipment valued at more than \$5,000.

Monitored by: _____ **Date:** _____

Notes:

Section 504 OF THE Rehabilitation Act of 1973 and ADA (The Americans With Disabilities Act)

6. Has the subgrantee designated a Section 504 coordinator (Name: _____) (for subgrantees that employ 15 or more persons) and an ADA coordinator (Name: _____) (for subgrantees that employ 50 or more persons)? **YES, NO or N/A**

7. Has the subgrantee created and implemented a formal written **effective communication policy** that complies with Section 504 and distributed the policy to applicants, beneficiaries and members of the public that participate in the CDBG program and activities? **YES, NO or N/A**

(Ensure the effective communication policy sets forth the steps the subgrantee will take to ensure that communication with applicants, beneficiaries and members of the public with disabilities is as effective as communication with others. The policy must also ensure that the subgrantee will furnish the appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in programs, services and activities.)

8. Has the subgrantee implemented a formal written **reasonable accommodation policy** that complies with Section 504? **YES or NO**

Ensure the subgrantee's reasonable accommodation policy contains the following:

- a) A definition of "reasonable accommodation" that includes examples of accommodations
- b) A process for applicants, recipients and the public who participate in CDBG programs, services or activities to request reasonable accommodations
- c) Forms for individuals to request reasonable accommodations
- d) A procedure by which subgrantee's Section 504/ADA coordinator(s) will approve or deny reasonable accommodation requests that includes detailed timelines for processing requests, a system for maintaining all documentation related to requests and the requirement to acknowledge receipt of a request and engage in initial discussions within five business days of receipt of a request
- e) A formal appeal/grievance procedure for individuals the subgrantee denies reasonable accommodation requests

9. Has the subgrantee developed and implemented a **reasonable accommodation tracking system** that comprehensively tracks all reasonable accommodation requests in a uniform manner? **YES or NO**

Ensure each entry within the reasonable accommodation tracking log contains, at a minimum, the following:

- a) The name(s) and address(es) of the applicant(s), recipient(s), or member(s) of the public making an accommodation request or inquiry
- b) The date and time of the accommodation request or inquiry
- c) The nature of the accommodation request or inquiry
- d) The action(s) taken on the accommodation request or inquiry
- e) The reason for any rejection of or modifications to a requested

accommodation

- f) The current status or disposition of the request
- g) Confirmation that the subgrantee has notified the applicant, beneficiary or member of the public about the status of the request

10. If applicable, has the subgrantee included a **Section 504/ADA Notice** in publications, marketing materials and general information made available to participants, beneficiaries, applicants and members of the public that includes identification and contact information for the Section 504/ADA coordinator(s)? (A Section 504/ADA Notice is required if the subgrantee employs 15 or more Employees. *See* 24 CFR 8.54 for appropriate 504 Notice language.) **YES, NO or N/A**

11. Has the subgrantee implemented a formal written **Section 504 grievance procedure** that complies with Section 504 and distributed the procedure to applicants, beneficiaries and members of the public that participate in the CDBG program and activities? **YES or NO**

Ensure the grievance procedure contains the following:

- a) Due process standards that provide for prompt and equitable resolution of complaints alleging any action prohibited under Section 504 or ADA
- b) Alternative methods for filing complaints (e.g., verbally or in writing)
- c) Procedures for resolving complaints
- d) An appeals process
- e) Identification and contact information for the Section 504/ADA coordinator and for persons responsible for reconsidering complaints
- f) A TDD/TTY number or Utah Relay telephone number

12. Has the subgrantee conducted a limited **physical accessibility survey**¹ of existing facilities and any facilities planned for future rehabilitation using the Standards? **YES or NO**

If yes,

12a. If the 2010 ADA standards survey identified accessibility deficiencies, has the subgrantee created a transition plan that includes timelines to correct any accessibility deficiencies? **YES or NO**

Section 3 of the HUD Act of 1968

**Section 3 questions are pertinent for housing construction, rehab and public infrastructure projects*

13. Has the subgrantee created and implemented procedures to notify Section 3 Businesses and Section 3 residents about employment opportunities? **YES or NO**

If yes, document the procedures.

14. Is the subgrantee utilizing the State's self-certification process to verify Section 3 residents and business concerns hired for CDBG projects? **YES or NO**

¹ Uniform Federal Accessibility Survey checklists are available at the HUD website.

15. Is the subgrantee utilizing the State’s Section 3 registry of Section 3 businesses to locate Section 3 businesses for available contracting opportunities on eligible Section 3 projects? If a qualified business is not listed in the State’s Section 3 registry, is the subgrantee adding these businesses to the registry? **YES or NO**
16. Has the subgrantee created and implemented a process to refer eligible Section 3 residents and business concerns to potential contractors during pre-bid meetings and when contracts are awarded? **YES or NO**
17. Has the subgrantee incorporated the Section 3 clause in all Section 3 covered contracts? **YES or NO**
18. Has the subgrantee provided the State with all necessary information about its contractors’ Section 3 new hires and contracts awarded to Section 3 business concerns to ensure the State has all of the information necessary to accurately complete annual Section 3 Summary reports, HUD form 60002? **YES or NO**

Citizen Participation

**Citizen participation questions are only pertinent for housing projects with direct beneficiaries*

19. Has the subgrantee created a citizen participation outreach plan to encourage the participation of low-income residents, particularly people with disabilities, racial and ethnic minorities, and female-headed households at all public meetings held during each phase of the CDBG planning process? **YES, NO or N/A**

Ensure the outreach plan:

- a) Targets protected class groups that are least likely to participate²
- b) Identifies the media used to advertise public meetings that will reach the groups that are least likely to participate
- c) Lists organizations (neighborhood groups, minority and women’s organizations, grass root organizations, faith-based community organizations, disability groups, etc.) the subgrantee will use to facilitate outreach to the groups that are least likely to participate **YES, NO or N/A**

AFFH (Affirmatively Furthering Fair Housing)

20. Has the subgrantee examined its programs to identify any impediments to fair housing choice; taken any actions to address any identified impediments to fair housing choice; or maintained any records reflecting the analysis or actions? **YES or NO**
21. Has the subgrantee taken any actions to overcome impediments to fair housing choice identified by the State’s most recent analysis of impediments to fair housing choice or assessment of fair housing? **YES or NO**
22. Are there known impediments to fair housing choice (e.g., participant selection

² See analysis of participation results.

SECTION K—CLOSEOUT

1. Overview

The CDBG grant closeout process takes place when:

- a. The project is complete,
- b. State CDBG staff have conducted a monitoring visit, and
- c. All of the CDBG funds have been spent by the grantee. Unspent funds will be re-allocated.

The closeout process consists of the completion of a short final report that records what was accomplished with the grant, the leveraged funds involved and who actually benefited from the project. All grantees are required to complete a Closeout Form in order to demonstrate compliance with the CDBG program regulations and goals. The grantee will complete the Closeout Form online in WebGrants, the division's electronic grants management system. The project manager should complete the Closeout Form since he/she has firsthand knowledge of what actually took place during the project. When the Closeout Form is accepted by the state CDBG staff, the project is complete.

2. Disposition of Equipment/Supplies Purchased with CDBG Funds

When original or replacement equipment acquired under a CDBG grant is no longer needed for the original project or program, or for other activities currently or previously supported by a federal agency, disposition will be as follows:

- a. Equipment with a current fair market value in excess of \$5,000 may be retained or sold and the State shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- b. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained or sold or otherwise disposed of with no further obligation to the awarding agency.
- c. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess disposition actions.

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share. Title to supplies acquired under this grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

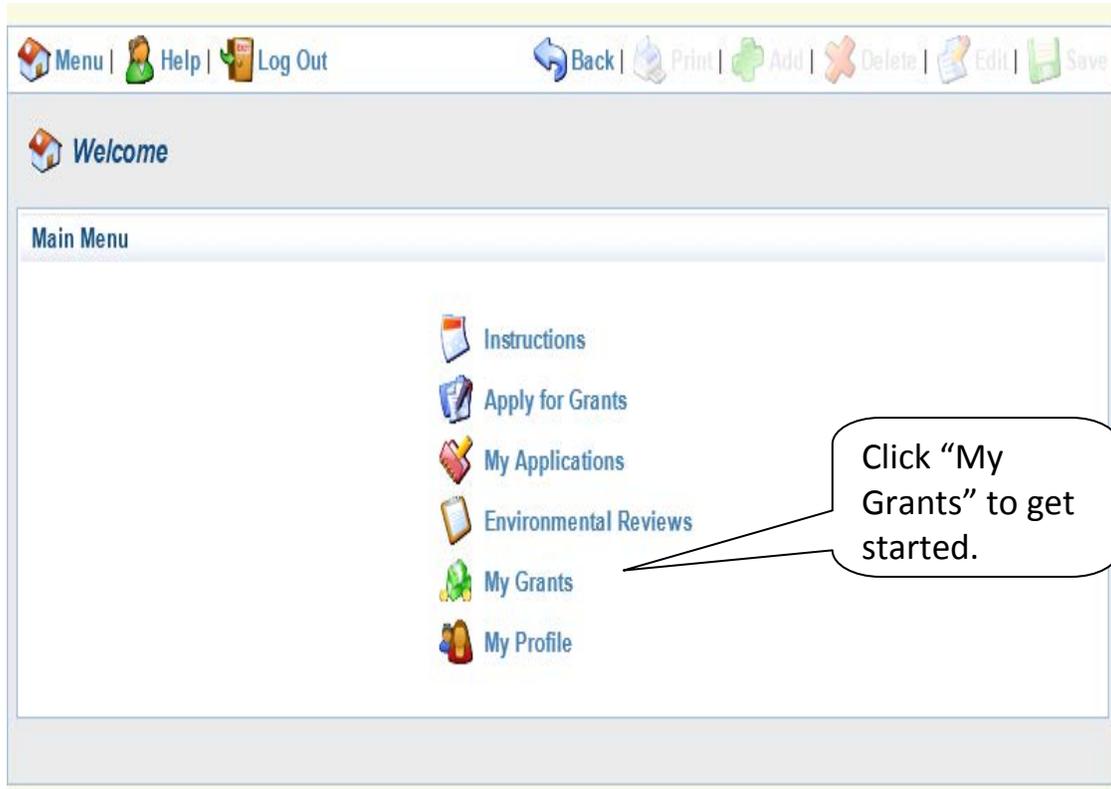
3. Grantee Closeout Responsibilities

The Grantee shall:

- a. Refund any disallowed CDBG funds to the State
- b. Submit the Closeout Form within 30 days along with any outstanding reports/documentation requested in the state monitoring letter (see instructions on next page)
- c. Retain all financial and project records for a minimum of five years after the grant is closed

Instructions for Completing Closeout Form in WebGrants System

1. Log into WebGrants, and at the main menu, open the contract under “My Grants.”



2. Choose grant/contract to close out.

The screenshot shows the 'Grants' page with a table of grants. The table is divided into 'Current Grants' and 'Closed Grants'. A callout bubble points to the contract number '12-1180' in the first row of the 'Current Grants' section with the text: 'Click the contract number to open the grant.'

Current Grants				Closed Grants	
Number	Status	Year	Name	Program Area	
12-1180	Under way	2012	Emergency Food Assistance & Supportive Case Manage	Community Services Block Grant (CSBG)	
	Under way	2011	2011 CDBG - Hsg/RLF Program Delivery; E.D. & Planning T.A.	Community Development Block Grants (CDBG)	
	Under way	2011	2011 CDBG - Consolidated Planning, Admin & Rating & Ranking	Community Development Block Grants (CDBG)	
	Under way	2011	FY 2011 CDBG - AOG Direct Planning Assistance	Community Development Block Grants (CDBG)	
	Under way	2011	Emergency Assistance & Case Management Services	Community Services Block Grant (CSBG)	
	Under way	2011	Five County Association of Governments	Pamela Atkinson Homeless Trust Fund (PAHTF)	
	Under way	2010	CDBG Consolidated Plan Planning, Administration and Rating & Ranking	Community Development Block Grants (CDBG)	
	Under way	2010	Five County AOG Direct Planning Assistance	Community Development Block Grants (CDBG)	
50	Under way	2010	Housing/RLF Program Delivery; Economic Development & Technical Assistance	Community Development Block Grants (CDBG)	
11-1518	Under way	2010	SCSO - 2010 Community Service Block Grant	Community Services Block Grant (CSBG)	
temp-41955	Under way	2009	Pretend Fire Station	Community Development Block Grants (CDBG)	
08-2539	Under way	2008	2008 Rating and Ranking	Community Development Block Grants (CDBG)	

3. Click "Closeout Forms."

Contracts

Contract: temp-41955 - Pretend Fire Station - 2009

Status: Underway

Program Area: Community Development Block Grants (CDBG)

Grantee Organization: Five County Association of Governments

Contract Components [View Contract](#) | [View Application](#) | [View Opportunity](#)

Component	Last Edited	State
General Information	04/11/2012	Unlocked
Scope of Work	04/01/2009	Unlocked
Budget	04/01/2009	Unlocked
Closeout Forms		Unlocked
Request For Funds		Unlocked
HUD Activities	04/11/2012	Unlocked
State Program Office Attachments		Unlocked
Grantee Attachments		Unlocked
Environmental Reviews		Unlocked

Click "Closeout Forms" to create new report.

4. Click "Add" button.

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

Contracts

Contract: temp-41955 - Pretend Fire Station -

Status: Underway

Program Area: Community Development Block Grants (CDBG)

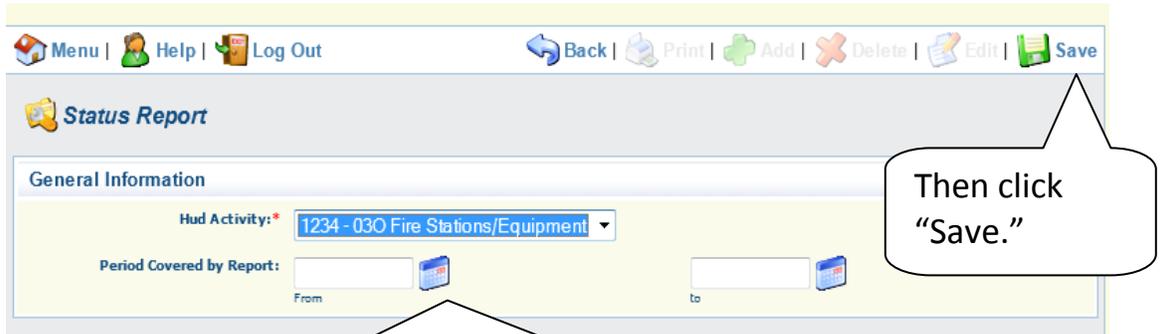
Grantee Organization:

Closeout Forms [Continue](#)

Report Name	Hud Activity	Due Date	Submitted Date	Arrived?	Status
-------------	--------------	----------	----------------	----------	--------

Click "Add."

- At least one activity will be displayed. **Note:** A separate Closeout Form is required for each activity related to the grant/project. Complete one Closeout Form and then go back to start the steps again for the other activities. Use the drop-down box to see if there is more than one. No Closeout Form is required for administration activities.



Then click "Save."

First, enter the date the project began and when it was finished in the "From" and "To" date fields.

- Then click "Continue."



Click "Continue" to move to the next page.

7. As each component is completed, a ✓ mark appears indicating that the item has been completed. Next, click “Activity Data.” **Note:** Additional data can be attached to any component using the “Attachments” feature.

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

Status Report

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Components			Preview Submit
Name	Attachments	Complete?	Last Edited
General Information	Attachments (0)	✓	04/11/2012
Activity Data	Attachments (0)		
Leveraged Funds	Attachments (0)		
Activity Description	Attachments (0)		
Project Beneficiaries	Attachments (0)		

Click “Activity Data”

Attach any supporting documents here as needed.

8. The “Activity Data” screen can be tricky with racial and ethnic numbers. The place to start is the CDBG application. Before the grant was approved, it was awarded points based (in part) on the number of “people” or “households” served by the project, or how many “housing units” were created/rehabbed. When entering the number of beneficiaries, it is important to choose the correct “Unit Type.” The CDBG application will provide this information. HUD has changed their requirements, and so, with the exception of projects whose beneficiaries are 100% low or moderate income (e.g., housing rehab), the racial and ethnic data is not required. Just enter “white” for all the beneficiaries.

Please see the screen print on the next page for guidance.

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

Status Report

Closeout Form: -

Grant: temp-41955-Pretend Fire Station
Program Area: Community Development Block Grants (CDBG)

Activity Data

Unit Type: People

Beneficiary Units: Proposed: 658 Actual: 658

American Indian or Alaska Native: Actual: Hispanic:

Asian: Actual:

Black or African American: Actual:

Native Hawaiian or Other Pacific Islander: Actual:

White: Proposed: 658 Actual:

American Indian or Alaska Native and White: Actual: Hispanic:

Asian and White: Actual: Hispanic:

Black or African American and White: Actual: Hispanic:

American Indian or Alaska Native and Black or African American: Actual: Hispanic:

Other: Actual: Hispanic:

Total # of Female-Headed households benefiting: Actual:

Please indicate where you obtained the above statistical information: City wide income survey was conducted nov 2010.

After entering beneficiaries, click "Save" and then "Continue."

In most cases, the proposed and actual numbers will be the same.

9. Click "Leveraged Funds."

Closeout Form: -

Grant: temp-41955-Pretend Fire Station
Program Area: Community Development Block Grants (CDBG)

Components			Preview Submit
Name	Attachments	Complete?	Last Edited
General Information	Attachments (0)	✓	04/11/2012
Activity Data	Attachments (0)	✓	04/12/2012
Leveraged Funds	Attachments (0)		
Activity Description	Attachments (0)		
Project Beneficiaries	Attachments (0)		

Open the next component.

10. Enter the CDBG grant amount and all other sources of funds that contributed to the project.

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

Status Report

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Enter all funding sources and then click "Save."

Leveraged Funds

Leveraged Fund Source	Total Amount by Source
State CDBG Funds	150000.00
Other State Funds	\$0
County Funds	25000.00
City/Town Funds	\$0
Federal Funds	\$0
Other Funds	50000.00
Other Funds	\$0

11. The next screen displays each funding source as a percentage of the project's total cost.

Program Area: Community Development Block Grants (CDBG)

Click "Continue" to move to the next page.

Leveraged Funds Continue

Leveraged Fund Source	Total Amount by Source	Percent of Activity
State CDBG Funds	\$150,000	66.67%
Other State Funds	\$0	.00%
County Funds	\$25,000	11.11%
City/Town Funds	\$0	.00%
Federal Funds	\$0	.00%
Other Funds	\$50,000	22.22%
Other Funds	\$0	.00%
Totals:	\$225,000	100.00%

12. Open the next component by clicking “Activity Description.”

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Components			Preview Submit
Name	Attachments	Complete?	Last Edited
General Information	Attachments (0)	✓	04/11/2012
Activity Data	Attachments (0)	✓	04/12/2012
Leveraged Funds	Attachments (0)	✓	04/12/2012
Activity Description	Attachments (0)		
Project Beneficiaries	Attachments (0)		

Click “Activity Description.”

13. Enter a brief description of the outcome/accomplishments of the project and then click “Save” and “Continue” to move to the next component. **Note for Housing Rehab Projects:** In 2014, new screens will be added to the Closeout Form to address new HUD Lead-based Paint (LBP) reporting requirements for HUD’s IDIS system. Program managers will be required to report data regarding the number of pre- and post-1978 assisted units with the CDBG grant and if mitigation of LBP hazards was involved.

Menu | Help | Log Out

Back | Print | Add | Delete | Edit | Save

Status Report

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Activity Description

Describe the Activity in quantifiable terms. (Example: 1400 feet of water line installed, constructed 2500 sq ft. senior center, etc.) Describe how it benefited the individuals/community

Constructed a 2500 sq foot fire station at 300 South Main Street to serve the citizens of Mayberry Town. Fire station has 3 fire truck bays and 2 training rooms, restrooms/shower, kitchen and sleeping quarters fire fighters.

14. Click “Project Beneficiaries.”

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Components				Preview Submit
Name	Attachments	Complete?	Last Edited	
General Information	Attachments (0)	✓	04/11/2012	
Activity Data	Attachments (0)	✓	04/12/2012	
Leveraged Funds	Attachments (0)	✓	04/12/2012	
Activity Description	Attachments (0)	✓	04/12/2012	
Project Beneficiaries	Attachments (0)			

Click “Project Beneficiaries.”

15. In this component, the number of “Persons,” “Households,” and “Housing Units” is broken out by income level. This data can be found in the income survey conducted by the jurisdiction (or from the housing rehab application given to each applicant). **Note:** For projects benefiting seniors, 51% of the people are presumed to be at or below 80% AMI. Do NOT enter 100%.

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

Status Report

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Enter data and click “Save.”

Project Beneficiaries by Income Level		
	Income Level	Total Beneficiaries
A	Total # of Project Beneficiaries/Units (From Activity Data component)	658
B	# of Very Low Income Beneficiaries/Units (30% of AMI)	95
C	# of Low Income Beneficiaries/Units (50% of AMI)	183
D	# of Moderate Income Beneficiaries/Units (80% of AMI)	167
E	# of Non-LMI Beneficiary Units	213

Please indicate where you obtained the above statistical information: City wide income survey was completed Nov 2010.00

16. The system will automatically calculate the percentage of LMI persons/households/housing units benefiting from the project. Click “Continue.”

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants (CDBG)

Project Beneficiaries by Income Level Continue

	Income Level	Total Beneficiaries
A	Total # of Project Beneficiaries/Units (From Activity Data component)	658
B	# of Very Low Income Beneficiaries/Units (30% of AMI)	95
C	# of Low Income Beneficiaries/Units (50% of AMI)	183
D	# of Moderate Income Beneficiaries/Units (80% of AMI)	167
E	# of Non-LMI Beneficiary Units	213
F	% of Low or Moderate Income Beneficiaries/Units Served	68%

Please indicate where you obtained the above statistical information: City wide income survey was completed Nov 2010.

Click “Continue.”

17. With all the √ marks in place, the Closeout Form is complete. Click “Preview” to print a copy for the project file. Click “Submit” to send the form electronically to the State. Remember to complete another Closeout Form if there is more than one activity associated with the project.

Closeout Form: -

Grant: temp-41955-Pretend Fire Station

Program Area: Community Development Block Grants

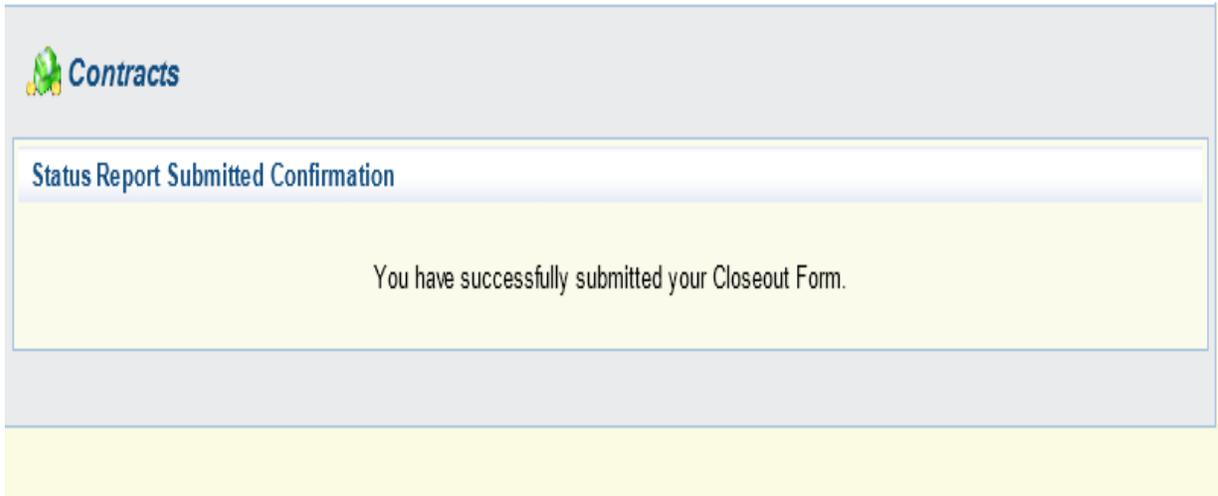
Click ‘Preview’ to print a copy.

DO NOT forget to click “Submit” to send the Close Out

Components Preview | Submit

Name	Attachments	Complete?	Last Edited
General Information	Attachments (0)	✓	04/11/2012
Activity Data	Attachments (0)	✓	04/12/2012
Leveraged Funds	Attachments (0)	✓	04/12/2012
Activity Description	Attachments (0)	✓	04/12/2012
Project Beneficiaries	Attachments (0)	✓	04/12/2012

18. The Closeout Form is completed when this screen appears!



List of Interpretation/Translation Providers

Revised 2016

Contract Type	Vendors	State Contract Number/Expiration Date	Contact Information/Rates
Sign Language	<p style="text-align: center;">American Sign Language Communications 70 East Horizon Ridge Pkwy #140 Henderson, NV 89002 www.ASLComm.com</p>	<p style="text-align: center;">MA880 -- Expires 01/20/2020 Please reference state of Utah contract MA880 when placing order</p>	<p style="text-align: center;">Crystina Scott crystina@aslcomm.com Phone: (702) 808-6070 Day (8:00am – 5:00pm) 2hrs minimum - \$54/hr Evening (2hrs minimum) - \$81/hr Weekend (2hrs minimum) - \$81/hr Cancellation fee – if applicable (for less than 24hr notice. No fee for for more than 24hrs. notice)</p>
	<p style="text-align: center;">Kajika Interpreting Services 8822 South Cameo Way Sandy, UT 84093</p>	<p style="text-align: center;">MA884 – Expires 01/20/2020 Please reference state of Utah Contract MA884 when placing order</p>	<p style="text-align: center;">Allyne Betancourt admin@kajika.biz Phone: (877) 307-1265 Day (8:00am – 5:00pm) 2hrs minimum - \$45/hr Evening (2hrs minimum) - \$67.50/hr Weekend (2hrs minimum) - \$67.50/hr Cancellation fee – if applicable (for less than 24hrs notice. No fee for more than 24hrs. notice)</p>
	<p style="text-align: center;">Interwest Interpreting Inc 779 North 1180 East Orem, UT 84097 www.iwterps.com</p>	<p style="text-align: center;">MA1070 – Expires 1/20/2020 Please reference state of Utah Contract MA1070 when placing order</p>	<p style="text-align: center;">Jeff Born jeff@iwterps.com Phone: (801) 224-7683 Day (8:00am – 5:00pm) 2hrs minimum - \$55/hr Evening (2hrs minimum) - \$82.50/hr Weekend (2hrs minimum) - \$82.50/hr Cancellation fee – if applicable (for less than 24hrs notice. No fee for more than 24hrs. notice)</p>

List of Interpretation/Translation Providers

Revised 2016

Contract Type	Vendors	State Contract Number/Expiration Date	Contact Information/Rates
Over the Phone Interpretation –Spanish and Other Language	Voiance Language Services, LLC 5780 N Swan Rd Tucson, AZ 85714 www.voiance.com	MA2239 – 07/20/2020 Please reference state of Utah contract MA2239 when placing order.	Bill Martin bmartin@cyracom.com Phone: (520) 745-9447, Ext. 1708 0.75c for all languages
	Linguistics International 8819 So. Redwood Rd. West Jordan, UT 84088 www.linguisticainternational.com	MA2238 – 07/21/2020 Please reference state of Utah contract MA2238 when placing order.	Sabrina Morales admin@linguisticainternational.com Phone: (866) 908-5744 0.57c for all languages
	CTS Language Link 911 Main St, Ste 10 Vancouver, WA 98660 www.ctslanguagelink.com	MA978 – 07/20/20 Please reference state of Utah contract MA978 when placing order	Mo Tabbakh naspo@ctslanguagelink.com Phone: (844) 893.8299 Linda Momeny linda.momeny@ctslanguagelink.com Phone: (800) 208.2620, ext 465 0.62c for all languages

List of Interpretation/Translation Providers

Revised 2016

Contract Type	Vendors	State Contract Number/Expiration Date	Contact Information/Rates
Face to Face Interpreting & Translation Services	Linguistica International Nancy Sabrina Morales 8819 South Redwood Rd. Ste D Professional Plaza West Jordan, UT 84088	MA2084 – 07/30/2020 Must reference state of Utah contract MA2084 when placing order	Sabrina Morales smorales@linguisticainternational.com Phone: (801) 262.4550 Contact Sabrina for price schedule
	Craig Enterprises, Inc. DBA CommGap Leilani Craig 4069 South Highland Dr. Suite 201 Salt Lake City, UT 84121 www.commgap.com	MA1841 – 07/30/2020 Must reference state of Utah contract MA1841 when placing order	Lelani Craig lelani@commgap.com Phone: (801) 944-4049 Contact Lelani for price schedule

Section 504 and ADA Reasonable Accommodation Policy

Name of Jurisdiction: _____

Date: _____

Reasonable Accommodation

A qualified individual may request a reasonable accommodation at any time. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Application of reasonable accommodation policy

The reasonable accommodation policy applies to individuals with a disability in all programs and services provided by _____.

Person with a Disability

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase “physical or mental impairment” includes:

- (1) Any physiological disorder or condition.
- (2) Any mental or psychological disorder.

Examples of reasonable accommodations

Examples of reasonable accommodations may include, but are not limited to:

- Permitting a family member to assist in the applications process for any program or service;
- Permitting a service animal to assist while on the premises;
- Providing qualified sign language interpreters for applicants;
- Permitting requests for extensions of deadlines if there is a difficulty completing necessary documentation

Processing a Reasonable Accommodation

_____ will provide the "Request for Reasonable Accommodation" to all applicants, residents or individuals with disabilities who request a reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, _____ will ensure that all reasonable accommodations requests will be reduced to writing. If needed as a reasonable accommodation, the _____ will assist the individual in completing the written request.

- _____ will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- Within seven business days of receipt, _____ will respond to the applicant's request in writing.
- If additional information or documentation is required, _____ will notify the applicant, in writing, of the need for additional information or documentation. The _____ will provide the individual with the request for additional information. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.
- Within seven days of receipt of the request and, if necessary, all supporting documentation, _____ will provide written notification to the applicant of its decision to approve or deny the applicant's request(s). Upon request, the written notification will be provided in an alternate format. If staff approves the accommodation request(s), the applicant will be notified of the projected date for implementation.
- If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding the _____ Grievance Procedures.
- All recommendations that have been approved by _____ will be forwarded to the appropriate staff member. All request for reasonable accommodation that are approved will be implemented or begin the process of implementation.

Verification of Reasonable Accommodation Request

_____ may request documentation of the need for a Reasonable Accommodation. In addition, _____ staff may request that the individual provide suggested reasonable accommodation. Staff may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). Staff may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies). Comprehensive medical records will never be requested.

The following may provide verification of a resident's disability and the need for the requested accommodation:

1. Physician;
2. Licensed Health Professional;
3. Professional representing a social service agency;
4. Disability agency or clinic.

Denial of Reasonable Accommodation Request(s)

Requested accommodation will not be approved if one of the following would occur as a result:

- A violation of State and or Federal law;
- A fundamental alteration in the nature of _____ programs or services;
- An undue financial and administrative burden on the _____ program;
- A structurally infeasible alteration; or
- An alteration requiring the removal or alteration of a load-bearing structural member.

Service or Assistance Animals

Clients with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. Clients who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of Pet Policies.

Right to File/Grievance Process

1. _____ Program Applicant may file a complaint in accordance with the _____ Program Grievance Procedure following a formal determination by the Staff
2. An applicant or resident may, at any time, exercise their right to appeal the Staff's decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202
Phone: 303-672-5437
Toll Free: 1-800-877-7353
TDD/TTY: 303-672-5248
Fax: 303-672-5026
Web: www.hud.gov/fairhousing