

CITY OF NAPERVILLE

Scott Wehli, Mayor

COMMUNITY SERVICES DEPARTMENT

CDBG
SUBRECIPIENT
MANUAL



Table of Contents

Introduction	1
The Community Development Block Grant Program	1
Technical Assistance and Contact	1
Subrecipient Agreement	2
Agreement Provisions	2
Executing the Subrecipient Agreement	2
Agreement Amendments	3
National Objectives and Income Eligibility Guidelines	3
National Objective Subcategories	3
Limited Clientele National Objective	4
Definition of Limited Clientele Benefit	4
Limited Clientele Documentation Requirements	4
Housing National Objective	5
Income Verification and Demographic Information	6
Performance Indicator Status Report	6
Financial Management	7
Internal Controls	7
Accounting	8
Record Keeping	8
General File Management	8
Construction Specific	9
Reporting Requirements	9
Project Timeline	9
Annual and Quarterly Reports	10
Request for Payment	11
Subrecipient Reimbursement Checklists	11
Public Services Checklist	12
Housing Checklist	13
Public Facility Checklist	14
Procurement	15
Debarred Contractors	16
Solicitation Packet	16
Permitted Approaches to Procurement	16
Small Purchases	16
Competitive Sealed Bids	17
Competitive Proposals	18
Contract Award	18
Appeals	18
Use of Local Businesses, Contracting with Small, and/or MBE/WBE	19
Approval of Change Orders	20
Bonding	20
Construction and Labor Provisions	21
Monitoring	22
Appendix	23

INTRODUCTION

Welcome to the City of Naperville's Community Development Block Grant (CDBG) program. We appreciate the important community services provided by CDBG-funded Subrecipient Agencies. The Community Services Department is committed to helping you maximize the use of CDBG funds while ensuring compliance with CDBG program regulations and related federal statutes.

Subrecipient agencies participating in the Naperville's CDBG program agree to provide specified services and to comply with the CDBG program requirements and responsibilities established by the U.S. Department of Housing and Urban Development (HUD) and the City. This Manual provides the information you will need to successfully execute your Community Development Block Grant (CDBG) and meet all federal and local compliance and reporting requirements. The principles presented in this manual represent the minimum level of procedures that must be the foundation of your accounting, internal control, and financial reporting systems, as required by federal regulations and City policies.

Please review this manual carefully, even if you have received a CDBG grant in the past, as rules, regulations, and procedures are modified from year to year.

Naperville's CDBG Program continually strives to increase the effectiveness of its grant making and to strengthen compliance with federal rules and regulations. Due to this, there may be supplements and/or updates to this Manual issued during the course of the Program Year. Grantees are expected to comply with any updates that may be issued. Any updates issued will clearly indicate those changes which have been incorporated.

We look forward to working with you as you perform your project.

The Community Development Block Grant (CDBG) Program

In 1974, the U.S Congress established the Community Development Block Grant Program through the enactment of the Federal Housing and Community Development Act. The program was created to enhance and maintain viable urban communities. The program allows communities to use a variety of activities to address community needs. Activities undertaken must accomplish at least one of three goals for low-to-moderate income individuals; 1) provide decent housing, 2) provide suitable living environments, and/or 3) expand economic activities.

Additional information on the CDBG program can be found on line at <http://www.hud.gov/offices/cpd/communitydevelopment/programs/entitlement/>

Technical Assistance and Contact

For any questions and technical assistance please contact:

City of Naperville
Miranda Barfuss
CDBG Administrator
Community Services Department
400 S. Eagle St.
Naperville, IL 60540
(630) 305-5315
BarfussM@naperville.il.us

You can also find more information about City of Naperville CDBG program on line at <http://www.naperville.il.us/cdbg.aspx>

SUBRECIPIENT AGREEMENT

Your Subrecipient Agreement with the City includes a comprehensive statement of the goals, objectives, and measurable outcomes of the specific services or project to be provided by your agency. In addition, the Subrecipient Agreement specifies the reports and documentation required for verification of compliance. This manual is meant to assist your agency in complying with the provisions of the Subrecipient Agreement, but does not replace the provisions outlined in the Subrecipient Agreement. Should there be any disagreement between your Agreement and this manual, the provisions contained within the Subrecipient Agreement will take precedence. Unless specified otherwise, the Community Services Department shall have the authority to represent the City regarding the terms and conditions of your agreement.

Agreement Provisions

Subgrantees compliance with applicable requirements is usually covered through a written agreement. The following general requirements are applicable:

- All CDBG requirements are applicable to subgrantees.
- Procurement by the subgrantee must follow the open and competitive requirements of the federal procurement code.
- Uniform administrative requirements in OMB 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards must be met.
- Other Program Requirements: The Agreement must also specify that the subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the subrecipient does not assume the grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.

Executing the Subrecipient Agreement

The CDBG Administrator will review the proposed agreement with the subrecipient agencies. The City will transmit two copies of the agreement to the subrecipient. It is subrecipient's responsibility to review the agreement and to input any required information with accuracy. The subrecipient signs and attests both copies of the agreement.

Both copies with original signatures must be returned to the City. After the City executes the contract, the CDBG Administrator will send one copy to the subrecipient who should retain the agreement in the file.

As a part of the agreement, subrecipients need to sign certifications (Appendix A) agreeing to the subrecipient's compliance with specific laws:

- Equal Employment Opportunity Certification
- Certification Regarding Anti-Lobbying
- Code of conduct: Certification Regarding Conflict of Interest
- ADA Certification

Agreement Amendments

In case of any changes to the scope of work, budget, timeframe (including extensions), etc. the subrecipient is required to inform the City and submit the "Subrecipient Grant Agreement Amendment Request Form" (Appendix B). A copy with the original signature is required. City staff will determine if the substantial amendment is necessary and will review the request. The subrecipient will be informed about the determination, but no changes should be made to the project before the subrecipient's amendment request is approved.

NATIONAL OBJECTIVES AND INCOME ELIGIBILITY GUIDELINES

Each CDBG-funded activity must meet the CDBG program's National Objective of providing a benefit to low- and moderate-income (L/M) persons. L/M persons/households are those that are at or below 80% of Median Family Income (MFI), divided into three sub-categories:

1. Extremely Low Income = 0 – 30% of MFI
2. Low Income = 31 - 50% of MFI
3. Moderate Income = 51 – 80% of MFI

Current HUD income limits can be found in Appendix C.

National Objective Subcategories

The criteria for how an activity or project may be considered to benefit L/M persons/households are divided into four subcategories:

- 1) Limited Clientele
- 2) Housing
- 3) Area Benefit
- 4) Jobs

In Naperville, most activities will fall under either #1) Limited Clientele, or #2) Housing. The definitions of these subcategories and the requirements for documenting National Objective compliance are covered in detail in the next two sections.

1) Limited Clientele National Objective

Definition of Limited Clientele Benefit

These activities directly target services to lower income persons or benefit a limited number or specific group of people as long as at least 51% of those served are L/M persons (rather than everyone in an area). Examples include:

- construction of a senior center; public services for the homeless;
- meals on wheels for the elderly;
- and construction of job training facilities for the handicapped.

To qualify under this subcategory, a limited clientele activity must meet **one** of the following tests:

- Exclusively benefit a clientele who are generally presumed by HUD to be principally L/M income persons, including:
 - abused children,
 - battered spouses,
 - elderly persons,
 - severely disabled adults,
 - homeless persons,
 - illiterate adults,
 - persons living with AIDS
 - migrant farm workers
- Require information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the L/M income limit
- Be of such nature and in such location that it may reasonably be concluded that the activity's clientele will primarily be L/M income persons (e.g., a day care center serving residents of a public housing complex)
- Be an activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults with severe disability, provided it is restricted, to the extent practicable, to the removal of such barriers by assisting:
 - The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under the L/M income area benefit;
 - The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under L/M income housing criteria.

Limited Clientele Documentation Requirements:

For each Limited Clientele Benefit activity, the subrecipient will maintain the following income verification records:

- Documentation establishing that the facility or service is designed for the particular needs of or used exclusively by senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled,” persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers, for which the regulations provide a presumption concerning the extent to which low- and moderate-income persons benefit; or
- Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
- Data showing the size and annual income of the family of each person receiving the benefit; or
- Data showing that barriers to mobility or accessibility have been removed and how the barrier removal was restricted to the extent feasible to one of the particular cases authorized under this subcategory; or
- Documentation showing that the activity qualifies under the special conditions regarding job services where less than 51% of the persons benefiting are L/M income persons.

In addition, in the case of non-presumed LMC benefit, income verification for each household will be supported by the applicable “Income Calculation Form” specified in “Income Verification” Section based on the type of used income verification method. It is City’s responsibility to assure that the information provided by subrecipients’ income verification documentation is accurate. “The Income Calculation Form” will assist City’s staff in documenting that verification process.

2) **Housing National Objective**

An activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be principally occupied by low and moderate-income households. Examples include: property acquisition or rehabilitation of property for permanent housing; conversion of non-residential structures into permanent housing; and new housing construction. For each activity, Subrecipient must maintain the following records:

- A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low and moderate income households after assistance;

- The total cost of the activity, including both CDBG and non-CDBG funds.
- For each unit occupied by a low and moderate income household, the size and income of the household;
- **For rental housing only:** The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
- Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the recipient;
- For each property acquired on which there are no structures, evidence of commitments ensuring that the criteria in §570.208(a)(3) will be met when the structures are built;
- For any homebuyer assistance activity qualifying under §570.201(e), 570.201(n), or 570.204, identification of the applicable eligibility paragraph and evidence that the activity meets the eligibility criteria for that provision; for any such activity qualifying under §570.208(a), the size and income of each homebuyer's household; and

Income Verification and Demographic Information

For purpose of determining whether a family or a household is low- and moderate-income, the City will choose one method of income verification, which will be used for the duration of the project. Income verification definitions under 570.3(1)(i-iii) include:

- **“Annual Income”** as defined under the Section 8 Housing Assistance Payments program (Calculating Part 5 Annual Income Form – Appendix D)
- **Adjusted Gross Income (AGI)** as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes (Calculating IRS 1040 Series Adjusted Gross Income Form – Appendix E).

A copy of the applicable income verification forms will be completed and kept by the subrecipient.

Performance Indicator Status Report

Subrecipients must complete either the Performance Indicator Status Report – HOUSEHOLDS (Appendix F) or the Performance Indicator Status Report – INDIVIDUALS (Appendix G) prior to beginning work on their project and after the project is completed. The CDBG Administrator will determine which report is required for the specific project.

To complete these reports, subrecipients will need to collect demographic information on project beneficiaries, including race, Latin/Hispanic ethnicity, disability status, homeless status, and HIV status for each person/household in addition to required income information.

For the first Performance Indicator Status Report, only the “Proposed #” section of the report should be filled out and submitted together with the Project Timeline. Following completion of the project, the actual data should be entered in the “Actual #” column and submitted with Annual Performance Report.

FINANCIAL MANAGEMENT

Financial management and reporting requirements for CDBG subrecipients are designed to ensure that subrecipients’ financial management systems meet the following minimum standards:

- Provides effective control over the accountability for all funds, property, and other assets,
- Ensures "reasonableness, allowability, and allocability" of costs and verify that expenses have not violated any federal restrictions or prohibitions,
- Permits the accurate, complete, and timely disclosure of financial results in accordance with reporting requirements of the grantee or HUD, and
- Minimizes the time elapsed between transfer of funds from the U.S. Treasury and disbursement to the sub-recipient.

Internal Controls

Internal controls include a combination of procedures, specified job responsibilities, qualified personnel, and records that together create accountability in an organization's financial system and safeguard its cash, property, and other assets. Such controls make sure that: 1) resources are used for authorized purposes and in a manner consistent with applicable laws, regulations, and policies, 2) resources are protected against waste, mismanagement, or loss, and 3) reliable information on source, amount, and use of resources are secured up-to-date, and recorded. Additionally, internal controls will ensure that no one individual has authority of an entire financial transaction.

Specifically, that your organization has a separation of power for the following three responsibilities:

- 1) Authorization to execute a transaction,
- 2) Recording of the transaction, and
- 3) Custody of assets involved in the transaction.

This type of separation of responsibilities will create a system of checks and balances for grant and general organization expenditures.

Finally, it is important that your organization periodically reconcile your financial records to actual assets and liabilities which will safeguard resources as well as detect instances of fraud or misuse.

Accounting

Sub-recipients must have accounting records that adequately identify the sources and application of CDBG funds. Simply stated, your organization should have 1) a chart of accounts which includes general assets, liabilities, expenses, and revenue, 2) a cash receipts and disbursements journal, 3) a payroll journal, and 4) a general ledger.

For CDBG funds, records must contain reliable and up-to-date information. The information should at least include:

1. Federal grants received by the sub-recipient.
2. Current authorizations and obligations of CDBG funds.
3. Unobligated balances (funds remaining available for distribution).
4. Assets and liabilities.
5. Program Income (if any).
6. Actual outlays or expenditures, with a breakdown of a) the grant program the funds were derived from and b) "eligible activity" which clearly indicate use of program funds are for eligible activities.

RECORD KEEPING

General File Management

The federal government requires that all sub-recipients keep records for all CDBG expenditures and beneficiaries. **If the expenditures incurred with federal funds are not adequately documented, the agreement with the City might be terminated.** To help you keep good records, the following information is provided:

Sub-recipient Files must contain the following:

General

- 1) Application for funding submitted to the City of Naperville during the Application Process;
- 1) Grant agreement;
- 2) Correspondence with the City of Naperville;
- 3) Documentation of expenditures;
- 4) Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- 5) Current audit.

- 6) Income verification of the beneficiaries for the projects meeting LMH criteria (please see National Objectives and Income Eligibility Guidelines chapter).
- 7) Income verification of the beneficiaries for the projects meeting LMC criteria (please see National Objectives and Income Eligibility Guidelines chapter).
- 8) All filed reports.
- 9) Authorized Officials Form (Appendix H).

Construction Specific

- 1) Bid Documents including documentation of contractor solicitation and selection;
- 2) HUD Wage Determination;
- 3) Weekly HUD payroll sheets
- 4) Payroll Deduction Authorizations;
- 5) Employee Field Interviews;
- 6) Progress and final inspections including documentation of the subrecipient's periodic on-site inspections and final inspection;
- 7) Approved change orders;
- 8) All correspondence related to construction;
- 9) Records of disbursements made for completed and approved work. This documentation should ensure that data in the project file agrees with financial records.
- 10) Pictures before and after construction.

For more information please see “Procurement,” “Construction and Labor Standards” and “Request for Payment” Chapters.

REPORTING REQUIRMENTS

Maintenance of adequate documentation for CDBG funded activities is critical to the effectiveness and overall performance of a program. The City of Naperville and HUD representatives have a right to access any pertinent sub-recipient records to make audits, examinations, excerpts, and transcripts.

ALL SUB-RECIPIENTS MUST RETAIN CDBG PROJECT RECORDS FOR AT LEAST FOUR (4) YEARS AFTER CONTRACT TERMINATION.

Project Timeline

At the beginning of program year, subrecipients must submit a Project Timeline listing proposed schedule of the work, milestones, costs and drawdowns.

The Project Timeline and Performance Indicator Status Report with proposed figures should be submitted before work on the project begins. The Project Timeline needs to be changed only when the Subrecipient Agreement is amended.

Subrecipients should plan their project carefully assuring that they allow enough time for completion of each activity in a timely manner and accounting for the possible obstacles that might delay the completion.

Annual and Quarterly Reports

Subrecipients are required to submit four Quarterly Reports (Appendix I) and an Annual Report (Appendix J):

Quarter	Reporting Months	Report Due Date
First	April 1 – June 30	July 10
Second	July 1 – September 30	October 10
Third	October 1 – December 31	January 10
Fourth	January 1 – March 31	April 10

- ***Quarterly reports are due the 10th of the month following the end of the reporting period.***
The Annual Report is due upon completion of the project and should be accompanied by the final Performance Indicator Status Report.
- ***Quarterly reports are based on the information included in the project timeline.*** All of the activity on the project for the given reporting period has to be addressed in the quarterly report. Also, any activity on the project that took place, but was not listed on the timeline must be reported.
- ***Each report concentrates on the specific quarter.*** There is no need e.g. to report activities that will take place in third quarter on the report for the first quarter, unless for some reason they were completed in different quarter than proposed on the timeline.
- ***Electronic signatures or scanned copies are acceptable.***

To ensure accurate fund management and reporting, subrecipients should keep track of the following information for activities funded:

- Funds budgeted.
- Funds received from the City of Naperville.
- Funds obligated in the most recent period and to date.
- Funds expended in the most recent period and to date.
- Previous reimbursements requested but not yet received, *if applicable*.

Failure to provide the City of Naperville with complete and accurate quarterly reports on time can result in the cancellation of the agreement with the subrecipient.

REQUEST FOR PAYMENT

CDBG funds are available to subrecipients on a reimbursement basis only based on documentation of incurring the expense and payment of the expense. The City of Naperville will reimburse funds based upon information submitted by the subrecipient. Any expenditures occurring after the effective date of the contractual agreement between the City of Naperville and the subrecipient are eligible for reimbursement. Expenditures must be consistent with the approved budget as stated in the contractual agreement between the City of Naperville and the subrecipient. Only eligible expenses will be reimbursed. The RFP form requires the original signature of the authorized official.

To request reimbursement:

1. Complete the "Request for Payment" form (Appendix K) and have it signed by authorized personnel.
2. Provide copies of invoices for all expenditures to be reimbursed.
3. Provide documentation proving that payment has been made prior to requesting reimbursement, including payment receipts, copies of checks, and/or bank statements.

Please be advised that the City of Naperville may decline to provide reimbursements until all quarterly reports or other required documentation are submitted.

Subrecipient Reimbursement Checklists

In order to assist you in the preparation of the required submittal documentation for your project, **on the next pages of** this manual you will find reimbursement documentation checklists that identify required information in order to substantiate each of the different types of CDBG-funded projects (Public Services, Housing, and Public Facility).

CITY OF NAPERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Subrecipient Reimbursement Checklist – PUBLIC SERVICES

- DO NOT SEND ORIGINAL DOCUMENTS
- Reimbursement payments will not be issued until all program and reporting requirements are met
- For all projects the subrecipient must also provide supporting documentation, including canceled checks, to demonstrate that the payment was made for the accrued costs

Cost Incurred	Required Documentation
<input type="checkbox"/> Salaries	Payroll detail registers by each position for which reimbursement is being requested AND Timesheets for each position for which reimbursement is being requested. Timesheets must meet the following requirements: <ul style="list-style-type: none"> • Must reflect an after-the-fact distribution of the actual activity of each employee, • Must account for the total activity for which each employee is compensated, • Must be prepared at least monthly and must coincide with one or more pay periods, and • Must be signed by the employee and the employee's supervisor. salaries.
<input type="checkbox"/> Fringe Benefits	Payroll detail registers by each position for which reimbursement is being requested.
<input type="checkbox"/> Office/Ops Supplies/ Equipment/ Printing	Vendor invoices or receipts. Please note: The subrecipient must have a written procurement policy that meets the minimum standards of 24 CFR Part 84.41 through 84.48.
<input type="checkbox"/> Rent/Lease	A copy of lease agreement should be submitted with first invoice.
<input type="checkbox"/> Mortgage	A copy of the monthly mortgage statement.
<input type="checkbox"/> Utility/phone	Monthly invoices/statements including summary pages with detailed expenses.
<input type="checkbox"/> Professional Services	Invoice from service provider that shows fees directly related to CDBG-funded program. The subrecipient must have a written procurement policy that meets the minimum standards of 24 CFR Part 84.41 through 84.48. In addition, the subrecipient must provide copy of third-party contract.

**CITY OF NAPERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Subrecipient Reimbursement Checklist – HOUSING**

- DO NOT SEND ORIGINAL DOCUMENTS
 - Reimbursement payments will not be issued until all program and reporting requirements are met
 - Some forms (e.g. MBE/WBE form, Section 3 Form) can be submitted before requesting reimbursement to expedite the payment
-

Agency bid/quote/proposal solicitation (Copies of solicitation/notification of project, including newspaper ads, faxes/emails/letters, etc)

Copy of bid documents

Copy of all bids/quotes received

Copy of executed contract for work

Contractor eligibility/documentation:

- Completed Minority and Women’s Business Enterprise (MBE/WBE) Information Forms
- Contractor/Subcontractor Labor Relations Agreement Forms
- Apprenticeship Policy Recognition Form
- Section 3 Form
- Copy of verification for selected contractor (<https://www.sam.gov/>)

Copy of Building Permit and documentation of final inspection/approval by City

Certified Payroll Forms and Authorization to Sign Certified Payroll (if applicable)

Weekly Report

Photo(s) of completed work

Invoice for work from Contractor

Proof of paid invoice for the completed work or Waiver(s) of Lien for completed work

CITY OF NAPERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Subrecipient Reimbursement Checklist – PUBLIC FACILITY

- DO NOT SEND ORIGINAL DOCUMENTS
 - Reimbursement payments will not be issued until all program and reporting requirements are met
 - Some forms (e.g. MBE/WBE form, Section 3 Form) can be submitted before requesting reimbursement to expedite the payment
-

Agency bid/quote/proposal solicitation (Copies of solicitation/notification of project, including newspaper ads, faxes/emails/letters, etc)

Copy of bid documents

Copy of all bids/quotes received

Copy of executed contract for work

Contractor eligibility/documentation:

- Completed Minority and Women’s Business Enterprise (MBE/WBE) Information Forms
- Contractor/Subcontractor Labor Relations Agreement Forms
- Apprenticeship Policy Recognition Form
- Section 3 Form
- Copy of verification for selected contractor (<https://www.sam.gov/>)

Copy of Building Permit and documentation of final inspection/approval by City

Certified Payroll Forms (if applicable)

Weekly Report

Photo(s) of completed work

Invoice for work from Contractor

Proof of paid invoice for the completed work or Waiver(s) of Lien for completed work

PROCUREMENT

The federal government has set standards and procedures for procurement that are intended to ensure that supplies, equipment, construction and other services acquired in whole or part with federal funds are 1) obtained as efficiently and economically as possible and 2) procured in a manner that provides, to the maximum extent practical, open and free competition. All solicitations must clearly explain all the requirements that the bidder must fulfill in order for your sub-recipient to evaluate the bid/proposal. Goods and services solicitation must be clear and accurately describe the material, product or service to be procured. Furthermore, the solicitation must not contain features which unduly restrict competition.

Examples of restricting competition include but are not limited to:

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

As part of its efforts to eliminate unfair competitive advantage, a subrecipient should exclude contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals from competing for such procurement (24 CFR 84.43).

All awards must be made to the bidder whose bid/proposal is responsive to the solicitation and most advantageous to the sub-recipient. Any and all bids/proposals may be rejected when it is in the interest of the sub-recipient to do so. The sub-recipient must ensure that the award is only made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement.

Debarred Contractors

HUD maintains a list on their web site of contractors who have been barred from competing for HUD contracts. Before awarding a bid/proposal, the sub-recipient must check the federal Excluded Parties List System's web site (<http://www.sam.gov/>) to be sure that its contractor is not on the debarred list. **For any contractor on the de-barred list, the use of CDBG funds is prohibited.** Print the HUD web page that states that no record was found regarding your contractor and place it in your files.

Solicitation Packet

The Solicitation or Bid Packet prepared by the subrecipient for the potential contractors should include:

- Project specifications - Must be clear and accurately describe the material, product or service to be procured.
- Bidders certification (Appendix L)
- Labor Provisions (HUD-4010) (if Davis Bacon Act applies) (Appendix M) including language:

“This is a federally-assisted project and Davis-Bacon (DBRA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder’s contract and is attached hereto as Attachment __. Contractors, including all subcontractors and apprentices, must be eligible to participate. A Preliminary Federal Wage Determination #__ is incorporated herein and is attached hereto as Attachment __. Said Wage Determination is subject to change up to the lock-in date.”

- State of Illinois Prevailing Wage Determination (if applicable) **OR** Federal Wage Determination, if Davis Bacon Act applies. The packet should state that the wage determinations are provided *as examples and may change, depending the wage determinations in effect at the time of the bid opening*. State of Illinois Prevailing Wage Determinations can be found at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

Davis-Bacon Wage Determinations can be found at:

<http://www.wdol.gov/>

The Request for Proposals or Invitation to Bid must be published at least 15 days prior to Bid Opening or collection of Proposals. The subrecipient must provide a copy of the publisher’s Certificate of Publication to the City. The subrecipient should maintain a list of all contractors that pick up a bid packet, and provide a copy of said list to the City.

Permitted Approaches to Procurement

Depending on the scarcity of the item or service desired, and the size of the purchase, different methods of procurement are available for use by subrecipients under the Federal regulations. The City of Naperville CDBG procurement procedures will be followed by Subrecipients.

- **Small purchases** may be used for procurement less than \$15,000 or less in the aggregate:
 - Small purchases are made through the use of purchase orders. Competition is sought through written price quotations. A subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.

√ Purchases less than \$15,000 require three written quotes

- A procurement of more than \$15,000 may not be inappropriately broken up into smaller components solely to qualify for the less complicated procedures followed under the “small purchases” approach.
- *Records to maintain and submit to the City :*
 - List of the contacted contractors
 - Record of three (3) bids
 - Wage Determination
 - Verification from www.sam.gov
- **Competitive sealed bids** (formal advertisement): \$15,000 and over.
 - The procurement must lend itself to a firm, fixed price contract (lump sum or unit price) where the selection can be principally made on the basis of price.
 - A subrecipient must advertise the Invitation for Bid (IFB) in publications of general circulation. The IFB should be published at least once in a newspaper of general circulation, providing sufficient time (at least 15 days) prior to bid opening. If the publication period is not of sufficient time to attract adequate competition, the bid may have to be re-advertised.
 - The IFB must include complete and accurate specifications and pertinent attachments and clearly define items or services needed, in sufficient detail for the bidders to properly respond.
 - Bids must be opened publicly at the time and place stated in the IFB.
 - A subrecipient must receive at least two or more responsible bids for each procurement transaction.
 - If awarded, the contract must be given to the lowest responsive and responsible bidder (the subrecipient, however, can decide not to make the award to any of the bidders).
 - The IFB must include complete and accurate specifications and pertinent attachments and clearly define items or services needed, in sufficient detail for the bidders to properly respond.
 - Bids must be opened publicly at the time and place stated in the IFB.
 - A subrecipient must receive at least two or more responsible bids for each procurement transaction.
 - If awarded, the contract must be given to the lowest responsive and responsible bidder (the subrecipient, however, can decide not to make the award to any of the bidders).
 - *Records to maintain and submit to the City :*
 - Copy of solicitation packet
 - Copy of the ad and proof of publication
 - Sing-in Sheet for pre-bid meeting (if applicable)
 - Copy of all bids
 - Sing-in Sheet for bid opening
 - Determination

- Verification from www.sam.gov

The competitive sealed bid method is the preferred approach for procuring construction services.

- **Competitive proposals:** \$15,000 and over
 - A subrecipient should use this method only when conditions are not appropriate for the use of formal advertising.
 - The Request for Proposal (RFP) must clearly and accurately state the technical requirements for the goods and services required.
 - A subrecipient must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete. RFPs/RFQs should be published in a sufficient timeframe (at least 15 days) before the proposals/qualifications are due. If the publication period is not of sufficient time to attract adequate competition, the RFP/RFQ may have to be re-advertised.
 - Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement.
 - The subrecipient must conduct a technical evaluation of the submitted proposals to identify the responsible offerors.
 - As necessary, the subrecipient conducts negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the subrecipient's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer.
 - *Records to maintain and submit to the City :*
 - Copy of solicitation packet
 - Copy of the ad and proof of publication
 - Copy of all proposals
 - Determination
 - Verification from www.sam.gov

Contract Award

All procurement documentation has to be submitted to the City for review following the bid opening or contract award to assure that competitive process was followed.

Appeals

Subrecipients must have protest procedures in place to handle and resolve disputes relating to their procurement and in all instances report such disputes to the City of Naperville. There must

be a documented system of contract administration for determining adequacy of contractor performance.

Use of Local Businesses; Contracting with Small, Minority, and/or Women-Owned Businesses

Federal regulations, both CDBG and non-CDBG, make it very clear that subrecipients should make every effort to use local business firms and contract with small, minority-owned and/or women-owned businesses in the procurement process. Specifically,

- A subrecipient must take affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms in its CDBG-financed activities. The efforts which a subrecipient should make include:
 - Including language encouraging minority and women-owned businesses to apply in advertisements
 - Incorporating such businesses in solicitation lists whenever they are potential sources
 - Ensuring that such businesses are solicited when identified as potential sources
 - Dividing procurement requirements, when economically feasible, to permit maximum participation of such businesses
 - Requiring prime contractors, when subcontracts are let, to take affirmative steps to select such firms
 - The subrecipient can use County of DuPage MBE/WBE directory in soliciting bids/proposals. In that case, subrecipient must provide the City with the list of the contractors contacted from that directory. The MBE/WBE DuPage directory can be found at:
https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/minority_and_women_contractors.php
- In conformance with the requirements of Section 3 of the Housing and Community Development Act of 1968, to the greatest extent feasible, subrecipients must award contracts for work to be performed to eligible business concerns located in or owned by residents of the target area to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of governmental assistance for housing.

Subrecipients should note, however, that the desire to award contracts to local firms is not a legitimate excuse for avoiding an open and competitive procurement process.

Approval of Change Orders

Any change orders either during procurement or to the contract must be approved by the City of Naperville and the City has a right to deny the approval in which case a subrecipient would be required to conduct a new procurement process or continue with the original scope of work. Change orders that reflect the original nature of scope of work and that do not exceed the total amount of the grant are permissible; however approval is at the City's discretion.

*Please note that the amount of the CDBG grant is specified in the subrecipient's agreement with the City and is not a subject to change. Therefore, change orders that exceed the total amount of the grant might be approved and it is a subrecipient's responsibility to cover any balance that exceeds the amount of the grant.

Bonding

The requirements for bonding in procurement are as follows:

- For construction or facility improvement (sub) contracts exceeding \$100,000, the following minimum Federal requirements (24 CFR 85.36(h) or 84.48(c)) for bid guarantees, performance bonds, and payment bonds must be met. These include:
 - A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
 - A performance bond from the (sub) contractor for 100 percent of the contract price to secure the (sub)contractor's fulfillment of all obligations under the contract.
 - A payment bond from the (sub) contractor for 100 percent of the contract price to assure payment of all persons supplying labor and material under the contract.
- For non-profit subrecipients, 24 CFR 84.48(c) states that for contracts or subcontracts awarded for construction or facility improvement equal to or less than \$100,000, a subrecipient must follow its own policies for bid guarantees, performance bonds, and payment bonds.

For both non-profit subrecipients and governmental subrecipients, however, the Subrecipient Agreement may mandate compliance with the grantee's bid guarantee, bonding, and insurance requirements in instances of contracts or subcontracts for construction or facility improvements with a value equal to or less than \$100,000.

CONSTRUCTION AND LABOR PROVISIONS

The Davis-Bacon Act states that contracts in excess of \$2,000 for construction, alterations, and/or repairs including printing and decorating that employ laborers and/or mechanics adhere to the federal fair labor and wage requirements as established by the act. **Davis-Bacon does not, however, apply to rehabilitation or construction of residential structures containing less than 8 units.** Davis-Bacon law applies to the entire project, no matter how small the CDBG contribution to it. HUD has a guidebook entitled, "*Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*" that further assists those sub-recipients involved in construction projects. The guide can be accessed at <http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf>

When Davis Bacon applies, contract between subrecipient and contractor must include language: *"This is a federally-assisted project and Davis-Bacon requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 is incorporated herein and attached hereto as Attachment __. Contractors, including all subcontractors and apprentices, are confirmed to be eligible to participate. Federal Wage Determination #__ is incorporated herein and is attached hereto as Attachment __. Any request for payment, claim, or any other documentation submitted for the purpose of issuance of any payment, transfer or allocation of funds under this contract, shall require PRIOR written authorization and approval of the City of Naperville Staff."*

Contract should have Labor Standards HUD-4010, and Federal Wage Determination attached. Subrecipient must provide a copy of the executed contract to the City.

- Subrecipient should take pictures before the work starts and when the project is completed.
- Subrecipient should verify accuracy and completeness of all the forms filled out by the contractor, before the forms are submitted to the City.
- Before project begins on the site, General Contractor and all Subcontractors must fill out forms specified below:
 - Completed Minority and Women's Business Enterprise (MBE/WBE) Information Forms (Appendix N)
 - Contractor/Subcontractor Labor Relations Agreement Forms (Appendix O, P, Q and R)
 - Apprenticeship Policy Recognition Form (Appendix S)
 - Section 3 Form (Appendix T)
- While project is in progress, subrecipient must ensure that all labor standards are followed:
 - "Employee Rights under the Davis Bacon Act" and Wage Determination posted at job site (Appendix U)
 - HUD-payroll form WH-347 and HUD-payroll Certification – Original required to be maintained in Subrecipient file, copy to be submitted to City (Appendix V)
 - Weekly Report (Appendix W) collected weekly by the subrecipient

- Employee Interviews (Appendix X) conducted by the Subrecipient
 - If project is Section 3 covered project, City will periodically request that Contractor submits updated list of employees identifying new hires since contract execution
- If there are any Change Orders to the Contract, provide copies to the City.
- CDBG Administrator is available to facilitate preconstruction meeting with subrecipient and contractor during which all the requirements are discussed.

MONITORING

HUD requires monitoring of sub-recipient agencies on an annual basis. Monitoring is an ongoing process of reviewing performance using subrecipient data to make judgments about subrecipient performance, and to assist in improving that performance. The contract compliance monitoring performed by the City of Naperville staff is different from an annual audit. Monitoring is not an audit of the subrecipient, but rather is focused on the “program” that is CDBG funded. To meet HUD requirements, the City may conduct an on-site monitoring visit, or in certain instances, the City may conduct a “desk-top” monitoring visit, whereby the subrecipient is not visited, and their grant is monitored only by review of the information in City files.

The on-site monitoring will be preceded with a letter of notification and confirmation for date and time at least 15 days before the monitoring visit. It will begin with an entrance conference, proceed with a review of required documentation and end with an analysis and exit conference. A follow-up letter will be sent to the agency within a reasonable time to confirm what was discussed at the exit conference.

Program Monitoring Goals:

1. To review subrecipient agencies to determine if services are being delivered in accordance with contract requirements as to type of services and number of units of service.
2. To review records of subrecipient agencies to determine if systems are in place to properly document the provision of services, client eligibility, and compliance with any other contract requirements.

Fiscal Monitoring Goals:

1. To review subrecipient agencies to determine if expenditures of allocated funds are being made in accordance with contract requirements.
2. To review records of subrecipient agencies to determine if systems are in place to properly document financial transactions, the use of allocated funds, use of program income, and any other contract requirements.

The objective of the monitoring process is to improve the performance of the CDBG Program. The City of Naperville plays a key role in making sure that all subrecipients have the necessary tools to successfully administer the CDBG Program.

APPENDIX

Appendix A

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The undersigned understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the City of Naperville. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work paid for with the assistance received from the City of Naperville and the Department of Housing and Urban Development (HUD), or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The subrecipient further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD's Equal Employment Opportunity Regulations at *24 CFR § 60*;
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction;
3. It will assist and cooperate actively with the City of Naperville, HUD and the Secretary of Labor for the United States Department of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor;
4. It will furnish the City of Naperville, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the City of Naperville and HUD in the discharge of primary responsibility for securing compliance;
5. It will refrain from entering into any contract or contract modification subject to Executive Order Number 11246 of September 24, 1965, with a contractor barred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order;

6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City of Naperville or HUD; and
7. In the event that the AGENCY fails or refuses to comply with this Agreement, the City of Naperville, or HUD may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant, refrain from extending any further assistance to the Subrecipient until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

Organization (Please Print)

Signature, Executive Director

Date signed

Attest, Title

Date signed

CERTIFICATION REGARDING ANTI-LOBBYING**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

As a subrecipient of Community Development Block Grant funds administered by the City of Naperville, agencies are required to be in compliance with all federal regulations including the following regarding anti-lobbying:

To the best of the certifying agency's knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

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

Certification

By my signature below, I hereby certify that all agency staff and board members have been informed of this anti-lobbying requirement and are in compliance with it. Further, I certify that throughout the course of this Community Development Block Grant award, I will monitor conduct of all staff and board members to ensure continued compliance.

Organization (Please Print)

Signature, Executive Director

Date signed

Attest, Title

Date signed

**CODE OF CONDUCT: CERTIFICATION REGARDING CONFLICT OF INTEREST
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

As a subrecipient of Community Development Block Grant funds administered by the City of Naperville, agencies are required to be in compliance with all federal regulations described under Title 24 of the Housing and Urban Development Act, including **24 CFR Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.**

Please review the section below in regard to Conflict of Interest, sign and date the certification.

§84.42 Codes of conduct.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Certification

By my signature below, I hereby certify that all agency staff and board members have been informed of this code of conduct and are in compliance with it. Further, I certify that throughout the course of this Community Development Block Grant award, I will monitor conduct of all staff and board members to ensure continued compliance.

Organization (Please Print)

Signature, Executive Director

Attest, Title

Date signed

Date signed

*CFR = Code of Federal Regulations

ADA CERTIFICATION

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Subrecipient Notice

By signature on this form, the Subrecipient certifies that they will comply with regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of CDBG funds. Also the Subrecipient assures and certifies:

1. When applicable it will comply with the Americans with Disabilities Act of 1990 (P.L. 101-336), Title I - "Employment." In accordance with Title I of that Act, no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment.
2. When applicable it will comply with the Americans with Disabilities Act of 1990 (P.L. 101-336), Title II - "Public Services." In accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
3. When applicable it will comply with the Americans with Disabilities Act of 1990 (P.L. 101-336), Title II, Part 35, Section 35.151 - "New Construction and Alterations," which provides as follows:
 - (a) Design and Construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
 - (b) Alteration: Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such a manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
 - (c) Accessibility Standards: Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR Part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to

comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 5.1.3(5) and section 4.1.5(j) of ADAAG shall not apply.

4. When applicable it will comply with the Americans with Disabilities Act of 1990 (P.L. 101-336), Title III, Part 36, Section 36.401 - "New Construction." Except as provided in paragraphs (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1992 that are readily accessible to and usable by individuals with disabilities.
5. When applicable it will comply with the Americans with Disabilities Act of 1990 (P.L. 101-336), Title III, Part 36, Section 36.402 - "Alterations," which provides as follows:
 - (a) General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
 - (b) Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.

Organization (Please Print)

Signature, Executive Director

Date signed

Attest, Title

Date signed

Appendix B

City of Naperville

Community Development Block Grant Program

Subrecipient Grant Agreement Amendment Request Form

Subrecipient Name: _____ Date: _____

(If you are requesting multiple grant agreement amendments for activities identified under different HUD activity numbers, even if they belong to the same program, you must complete a separate form for each individual activity)

HUD Activity # (One activity only)	
Program Year Funds Granted	PY 20__
Activity Name (Refer to the Grant Agreement)	
Total Original CDBG Budget (Refer to the Grant Agreement)	\$
Previous Amendment #1 (If Any Approved)	\$ (Use parenthesis for budget reduction)
Previous Amendment #2 (If Any Approved)	\$ (Use parenthesis for budget reduction)
Previous Amendment #3 (If Any Approved)	\$ (Use parenthesis for budget reduction)
Total CDBG Budget	\$
This Request for amendment will affect	<input type="checkbox"/> Scope of Service & Budget <input type="checkbox"/> Budget only <input type="checkbox"/> Scope of Service only <input type="checkbox"/> Other (Explain)
If you selected Scope of Service & Budget or Budget only above, indicate the amount being requested to be added to or reduced from this activity	\$ (Use parenthesis for budget reduction)
If you selected Scope of Service & Budget or Scope of Service only above, indicate the anticipated change to the original scope including the number of beneficiaries	<i>(Please attach additional sheets, if necessary)</i>
Reason(s) for the amendment request	<i>(Please attach additional sheets, if necessary)</i>
If this request affects the approved budget, indicate the source(s) of additional funding for the requested increase or the target activity or city-controlled fund pool to transfer the funds to	<input type="checkbox"/> From subrecipient's own funds <input type="checkbox"/> From other grants, loans or private donations <input type="checkbox"/> From another CDBG activity # _____ <input type="checkbox"/> To another CDBG activity # _____ <input type="checkbox"/> To the City's CDBG fund pool for reallocation

Preparer's Name (Please Print) _____ Signature X _____

Authorizing Officer _____ Signature X _____

Official Use Only	<input type="checkbox"/> Substantial Change & Council Approval Required Council Approved / Denied Date: _____ <input type="checkbox"/> Non-substantial Change Approved by: _____ Date: _____
--------------------------	---

Appendix C

HUD INCOME LIMITS			
Effective June 15, 2023			
For Chicago-Joliet-Naperville IL HUD Metro FMR			
Household Size	30% of MFI	50% of MFI	80% of MFI
1	\$ 23,200	\$ 38,650	\$ 61,800
2	\$ 26,500	\$ 44,150	\$ 70,600
3	\$ 29,800	\$ 49,650	\$ 79,450
4	\$ 33,100	\$ 55,150	\$ 88,250
5	\$ 35,750	\$ 59,600	\$ 95,350
6	\$ 38,400	\$ 64,000	\$ 102,400
7	\$ 41,050	\$ 68,400	\$ 109,450
8	\$ 43,700	\$ 72,800	\$ 116,500

Appendix D

Exhibit A

Calculating Part 5 Annual Income

1. Name		2. Identification No.:			
ASSETS					
Family Member	Asset Description	Current Cash Value of Assets	Actual Income from Assets		
3. Net Cash Value of Assets		3.			
4. Total Actual Income from Assets			4.		
5. If line 3 is greater than \$5,000, multiply line by _____ (Passbook Rate) and enter results here; otherwise, leave blank			5.		
ANTICIPATED ANNUAL INCOME					
Family Members	a. Wages/ Salaries	b. Benefits/ Pensions	c. Public Assistance	d. Other Income	e. Asset Income
					Enter the greater of lines 4 or 5 from above in e.
6. Totals	a.	b.	c.	d.	e.
7. Enter total of items from 6a. through 6e. This is <i>Annual Income</i>					7.

 X
Signature

For Office Use Only

_____ Income Limit
 _____ Income Limit of Household

Part 5 Annual Income Net Family Asset Inclusions and Exclusions

Inclusions	Exclusions
<ol style="list-style-type: none"> 1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets. 2. Cash value of revocable trusts available to the applicant. 3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects. 4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts. 5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty). 6. Retirement and pension funds. 7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy). 8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc. 9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments. 10. Mortgages or deeds of trust held by an applicant. 	<ol style="list-style-type: none"> 1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities. 2. Interest in Indian trust lands. 3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset. 4. Equity in cooperatives in which the family lives. 5. Assets not accessible to and that provide no income for the applicant. 6. Term life insurance policies (i.e., where there is no cash value). 7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

Last Modified: January 2005

Appendix E

Exhibit C

Computing IRS 1040 Series Adjusted Gross Income

Name:		Identification No.:			
	Family Member				Subtotal (add a-d)
	a.	b.	c.	d.	
1. Wages, salaries, tips					
2. Taxable interest					
3. Dividend income					
4. Taxable refunds/ credits/offsets of state/ local income taxes					
5. Alimony received					
6. Business income (or loss)					
7. Capital gain (or loss)					
8. Other gains (or losses)					
9. Taxable amount of IRA distributions					
10. Taxable amount of pensions and annuities					
11. Rental real estate, royalties, partnerships, trusts, etc.					
12. Farm income (or loss)					
13. Unemployment compensation					
14. Taxable amount of Social Security benefits					
15. Other income					
16. Subtotal (lines 1-15)					
17. IRA deduction					
18. Medical savings account deduction					
19. Moving expenses					
20. One-half of self- employment tax					
21. Self-employed health insurance deduction					
22. Keogh and self-employed SEP and SIMPLE plans					
23. Penalty on early withdrawal of savings					
24. Paid alimony					
25. Subtotal (lines 17-24)					
26. Subtract line 25 from line 16. This is <i>Adjusted Gross Income</i>					

X _____

Signature

For Office Use Only

_____ Income Limit

_____ Income Limit of Household

IRS Form 1040 Adjusted Gross Income Inclusions and Exclusions

Inclusions	Exclusions
<ol style="list-style-type: none"> 1. Wages, salaries, tips, etc. 2. Taxable interest. 3. Dividends. 4. Taxable refunds, credits or offsets of state and local income taxes. There are some exceptions – refer to Form 1040 instructions. 5. Alimony (or separate maintenance payments) received. 6. Business income (or loss). 7. Capital gain (or loss). There are some exceptions – refer to Form 1040 instructions. 8. Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold). 9. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension [SEP] and savings incentive match plan for employees [SIMPLE] IRA.) 10. Taxable amount of pension and annuity payments. 11. Rental real estate, royalties, partnerships, S corporations, trusts, etc. 12. Farm income (or loss). 13. Unemployment compensation payments. 14. Taxable amount of Social Security benefits. 15. Other income, including prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit. 	<ol style="list-style-type: none"> 1. Child support. 2. Money or property that was inherited, willed or given as a gift. 3. Life insurance proceeds received as a result of someone's death.

Last Modified: January 2005

Appendix F

Project No. _____
 Project Year Funded _____

Authorized Officials

I, _____, _____, authorize listed
First and Last Name Title
 officials to make following decisions on behalf of the _____:
Organization

- Sign CDBG related legal contracts

<i>First and Last Name</i>	<i>Contact Information</i>
<i>Signature</i>	

- Request reimbursement of funds

<i>First and Last Name</i>	<i>Contact Information</i>
<i>Signature</i>	

- Sign reports

<i>First and Last Name</i>	<i>Contact Information</i>
<i>Signature</i>	

- Sign other CDBG related documents

<i>First and Last Name</i>	<i>Contact Information</i>
<i>Signature</i>	

I certify that the signatures above are of the individuals authorized to execute CDBG documents.

<i>Date</i>	<i>Signature of Authorized Official</i>
	<i>Title of Authorized Official</i>

Appendix G



City of Naperville

CDBG Quarterly Report

Program Year _____

This report covers:

	<input type="checkbox"/> 1 st Quarter	<input type="checkbox"/> 2 nd Quarter	<input type="checkbox"/> 3 rd Quarter	<input type="checkbox"/> 4 th Quarter
Period	4/1 - 6/30	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31
Due Date	July 10 th	October 10 th	January 10 th	April 10 th

1. Organization's Name		
2. Address		
3. Contact Person	Phone #	E-mail

4. Project Name	Project #
5. Grant Award: \$	Cost Accrued to Date: \$
	Submitted for Reimbursement: \$
	Reimbursed from the City: \$

6. Describe proposed accomplishments (listed in Timeline) during this reporting period.

7. Describe actual accomplishments during this reporting period.

8. Were goals met? If not, please explain.

Name (type or print)

Title

Signature

Date

Office Use Only

		Reviewer
Report Received	-- / / --	
Comparison between proposed and actual goals	<input type="checkbox"/>	
Correct Financial Information	<input type="checkbox"/>	

Other Comments:

Appendix H



City of Naperville

**CDBG Annual Performance
and Financial Report**

Program Year _____

This report covers:

	Annual
Period	4/1 - 3/31
Due Date	April 10 th

1. Organization's Name		
2. Address		
3. Contact Person	Phone #	E-mail

4. Project Name	Project #
5. Grant Award: \$	Cost Accrued to Date: \$
	Submitted for Reimbursement: \$
	Reimbursed from the City: \$

6. Describe activities and accomplishments during this program year.	
9. Financial Report	
Financial Data	Amount
Total CDBG Expended	
Total Other Funds Expended	
Total Program Goals met? If not, please explain. Use your Project Timeline for comparison.	
Program Income	
8. Describe any problems encountered. Did you use any technical assistance or can you see a need for technical assistance if awarded funding again?	

10. Additional Required Reports

Attach the following forms:

- Performance Indicator Status Report
- Organization’s audited financial statements no later than 30 days after audit completion

Name (type or print) *Title*

Signature *Date*

Office Use Only

		Reviewer
Report Received	---/---/---	
Project completed on time	<input type="checkbox"/>	
PISR submitted with Annual Report	<input type="checkbox"/>	
Correct Financial Information	<input type="checkbox"/>	

Other Comments:

City of Naperville CDBG Performance Indicator Status Report - HOUSEHOLDS

Project Name: _____
 Organization Name: _____
 CDBG Project Number: _____
 Contact Person Name & Title: _____

Signature: _____ Date: _____ Report Period: _____

HUD Required Data

Sources of Funds	Proposed \$	Actual \$	Expended \$	Balance \$
Totals:				

Households Assisted by this Activity	Proposed #	Actual #	
Total Number of Unduplicated Households Assisted			
Total Number of Disabled Households Assisted			
Total Number of Homeless Households Assisted			
Total Number of HIV/AIDS Households Assisted			
Income Levels (% of Median Family Income "MFI")	Proposed #	Actual #	
Total Households Assisted 0% - 30% MFI			
Total Households Assisted 31% - 50% MFI			
Total Households Assisted 51% - 80% MFI			
Race / Ethnicity of Households Assisted	Proposed #	Actual #	Latin/Hispanic Actual #
Single Race Households			
White			
Black or Africa American			
American Indian or Alaska Native			
Asian			
Native Hawaiian or Other Pacific Islander			
Multi-Race Households			
American Indian or Alaska Native <i>and</i> White			
Asian <i>and</i> White			
Black or African American <i>and</i> White			
American Indian or Alaska Native <i>and</i> Black			
Other Multi-Racial			
Total Number of Households Assisted			

Complete The Following After Project Completion:

Indicator 1 & 2: Public Facility / Infrastructure / Public Service	Proposed #	Actual #
Total number of households benefitting		
of the total, number now have new access to this facility/infrastructure/service		
of the total, number now have improved access to this facility/infrastructure/service		
of the total, number now have access to a facility/infrastructure/service that is no longer substandard		
Homeless persons given overnight shelter		
Number of beds created in overnight shelter or other emergency housing		

Appendix I

City of Naperville CDBG Performance Indicator Status Report - INDIVIDUALS

Project Name: _____
 Organization Name: _____
 CDBG Project Number: _____
 Contact Person Name & Title: _____

Signature: _____ Date: _____ Report Period: _____

HUD Required Data

Sources of Funds	Proposed \$	Actual \$	Expended \$	Balance \$
Totals:				

Individuals Assisted by this Activity	Proposed #	Actual #
Total Number of Unduplicated Persons Assisted		
Total Number of Disabled Persons Assisted		
Total Number of Homeless Persons Assisted		
Total Number of HIV/AIDS Persons Assisted		

Income Levels (% of Median Family Income "MFI")	Proposed #	Actual #
Total Persons Assisted 0% - 30% MFI		
Total Persons Assisted 31% - 50% MFI		
Total Persons Assisted 51% - 80% MFI		
Total Persons Assisted:		

Race / Ethnicity of Persons Assisted	Proposed #	Actual #	Latin/Hispanic Actual #
Single Race Persons			
White			
Black or Africa American			
American Indian or Alaska Native			
Asian			
Native Hawaiian or Other Pacific Islander			
Multi-Race Persons			
American Indian or Alaska Native <i>and</i> White			
Asian <i>and</i> White			
Black or African American <i>and</i> White			
American Indian or Alaska Native <i>and</i> Black			
Other Multi-Racial			
Total Number of Persons Assisted			

Complete The Following After Project Completion:

Indicator 1 & 2: Public Facility / Infrastructure / Public Service	Proposed #	Actual #
Total number of persons benefiting		
of the total, number now have new access to this facility/infrastructure/service		
of the total, number now have improved access to this facility/infrastructure/service		
of the total, number now have access to a facility/infrastructure/service that is no longer substandard		
Homeless persons given overnight shelter		
Number of beds created in overnight shelter or other emergency housing		

Appendix J

Appendix K



**City of Naperville
Community Development
Block Grant Program
Request for Payment Form**

Request for Payment #: Date:

Project Name:

Organization Name: Project #:

Total Grant Amount:

Total Request:

Total Previous Requests:

Balance of Grant:

Description of This Request:

Budget Category	Amount Requested
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Comments:

The undersigned certifies the following:

- 1.) The above-named organization has made payment for all contracts, bills, invoices, purchase orders, or other substantiating documentation that were attached to all previous Requests for Payment, as evidenced by the originals or copies of the canceled payment checks and/or forms of payment certification on file with the organization.
- 2.) The work, for which payment is requested, was performed in accordance with the terms of the CDBG Subrecipient Agreement with the City of Naperville.
- 3.) The attached documents substantiating this request are true and correct copies of the original documents on file with the organization.
- 4.) If this work, for payment is requested, involved design and/or construction, that the design and/or construction performed is in accordance with and adequately satisfies the requirements of The Uniform Federal Accessibility Standards (UFAS).

Signature: Date:

*Per attached documents. (See *Subrecipient Agreement* for documentation requirements)

CDBG USE ONLY

Grant #: _____ Approved By: _____ Approval Date: _____

Appendix L

**CITY OF NAPERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Bidder's Certification**

I/We hereby certify that:

1. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
2. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical practice.
3. I/We comply with all current Federal, State and Local laws, statutes, rules, and regulations referencing equal opportunity employment practices including those contained in Public Act 87-1257 (effective July 1, 1993).
4. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other requirements contained in 775 ILCS 5/2-105 (A).
5. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Naperville sites in accordance with the Drug Free Workplace Act of January, 1992.
6. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
7. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

DATE: _____

BIDDER (COMPANY NAME): _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PRINT NAME/TITLE OF COMPANY OFFICIAL : _____

AUTHORIZED OFFICIAL SIGNATURE: _____

PHONE NUMBER: _____

INSTRUCTIONS:

This form is to be included in Bid Packet for submittal with Bid/Proposal.

Appendix M

Federal Labor Standards Provisions

U.S. Department of Housing and 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 I(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 contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The 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 the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 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 rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, 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 1 01 0, 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.

Appendix N

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
IDENTIFICATION STATEMENT**

If applicable, this form is to be submitted by General Contractor, Consultant, or Service Provider as part of the Contract or Agreement, and by Subcontractors before they begin work.

Name of Company/Organization: _____

Address of Company/Organization: _____

Company/Organization Telephone Number: _____

Tax Identification Number: _____

Name of Project: _____

1. Indicate if, on this project, you are a
 - general contractor
 - subcontractor Specify trade or service: _____
 - supplier/vendor Specify product or service: _____
2. When was the company/organization established? _____
3. State the name of each owner of the enterprise, the minority group to which he/she belongs (if applicable), his/her percentage of ownership, and his/her type of investment.

Name	Minority Group*(if applicable)	Percent Ownership	Type of Investment: (Check all that apply)				
			Financial	Equipment	Management	Labor	None

**Female, African American, Hispanic, Native American, Asian/Pacific Islander, Eskimo/Aleut*

4. The above percentages of ownership have existed since _____.

5. Does any owner of your enterprise who is not a minority group member also have an ownership interest in any other firm working on this project? Yes No
(If yes, state the name of each such owner and the names of the firms in which such ownership interests exists.)

6. Has your enterprise entered into any agreement with any of the firms named in Question #5? Yes No
(If yes, describe such agreements.)

7. Are any of the minority owners listed in Question #3 or any minority group member officers of your business a former or current employee of any other firm working on the project? Yes No
(If yes, state the name(s) of the individual(s), name(s) of the employer(s), date(s) of employment with the other firm(s), and responsibilities in such employment.)

8. Has your enterprise subcontracted with other firms any work to be performed on this project? Yes No
(If yes, state the percentage of work subcontracted and the nature of such work.)

I certify that the foregoing information is correct and complete.

 Printed or Typed Name of Owner or Officer

 Signature of Owner or Officer

 Title of Owner or Officer Above

 Date

Appendix O (General Contractor; Davis Bacon and Related Acts)

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT

Project Name: _____ Project #: _____
 Project Address: _____
 General Contractor: _____
 Contact: _____
 Address: _____
 Phone: _____ Fax: _____ FIN: _____ Contract Amount: _____

1. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title: _____ Signature: _____
 Name/Title: _____ Signature: _____

2. I HAVE HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

3. The following is a list of basic hourly wage rates and fringe benefit rates paid to our employees by trade. If fringe benefits are paid in cash, please write "cash." If paid into a plan, please break out (pension, welfare, training, etc.).

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

4. Will you use subcontractors for this project? Yes No

If yes, please list your subcontractors: _____

5. Can you company be considered a minority or woman owned firm? _____ YES _____ NO

If it is a minority owned firm, indicate the minority group(s) to which the company owner(s) belong(s):
 _____ Black/African American _____ Hispanic American _____ Native American
 _____ Asian/Pacific American _____ Asian/Indian American

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, 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."

6. The undersigned certifies that (s)he is and owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Name/Title: _____ Signature: _____ Date: _____

Appendix P (Subcontractor; Davis Bacon and Related Acts)

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT

Project Name: _____ Project #: _____
 Project Address: _____
 General Contractor: _____
 Subcontractor: _____ Sub Contact: _____
 Sub Address: _____
 Sub Phone: _____ Sub Fax _____ Sub FIN: _____ Sub Contract Amount: _____

1. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title: _____ Signature: _____

Name/Title: _____ Signature: _____

2. I HAVE HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

3. The following is a list of basic hourly wage rates and fringe benefit rates paid to our employees by trade. If fringe benefits are paid in cash, please write "cash." If paid into a plan, please break out (pension, welfare, training, etc.).

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

4. Can you company be considered a minority or woman owned firm? _____ YES _____ NO

If it is a minority owned firm, indicate the minority group(s) to which the company owner(s) belong(s):
 _____ Black/African American _____ Hispanic American _____ Native American
 _____ Asian/Pacific American _____ Asian/Indian American

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, 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."

5. The undersigned certifies that (s)he is and owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Name/Title: _____ Signature: _____ Date: _____

Appendix Q (General Contractor; State Prevailing Wages)

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT

Project Name: _____ Project #: _____
 Project Address: _____
 General Contractor: _____
 Contact: _____
 Address: _____
 Phone: _____ Fax: _____ FIN: _____ Contract Amount: _____

1. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title: _____ Signature: _____

Name/Title: _____ Signature: _____

2. I HAVE HAVE NOT received a copy of the applicable IL State wage rates for the above project and I understand that State of Illinois Prevailing Wage Rates apply to this project.

3. The following is a list of basic hourly wage rates and fringe benefit rates paid to our employees by trade. If fringe benefits are paid in cash, please write "cash." If paid into a plan, please break out (pension, welfare, training, etc.).

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

Job Classification w/ Group#: _____	Job Classification w/ Group#: _____
Hourly Rate: \$ _____	Hourly Rate: \$ _____
Fringe Benefit Breakdown: \$ _____	Fringe Benefit Breakdown: \$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

4. Will you use subcontractors for this project? Yes No

If yes, please list your subcontractors: _____

5. Can you company be considered a minority or woman owned firm? _____ YES _____ NO

If it is a minority owned firm, indicate the minority group(s) to which the company owner(s) belong(s):
 Black/African American Hispanic American Native American
 Asian/Pacific American Asian/Indian American

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, 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."

6. The undersigned certifies that (s)he is and owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Name/Title: _____ Signature: _____ Date: _____

Appendix R (Subcontractor; State Prevailing Wages)

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT

Project Name: _____ Project #: _____
 Project Address: _____
 General Contractor: _____
 Subcontractor: _____ Sub Contact: _____
 Sub Address: _____
 Sub Phone: _____ Sub Fax: _____ Sub FIN: _____ Sub Contract Amount: _____

1. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title: _____ Signature: _____
 Name/Title: _____ Signature: _____

2. I HAVE HAVE NOT received a copy of the applicable IL State wage rates for the above project and I understand that State of Illinois Prevailing Wage Rates apply to this project.

3. The following is a list of basic hourly wage rates and fringe benefit rates paid to our employees by trade. If fringe benefits are paid in cash, please write "cash." If paid into a plan, please break out (pension, welfare, training, etc.).

Job Classification w/ Group#: _____ Hourly Rate: \$ _____ Fringe Benefit Breakdown: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	Job Classification w/ Group#: _____ Hourly Rate: \$ _____ Fringe Benefit Breakdown: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Job Classification w/ Group#: _____ Hourly Rate: \$ _____ Fringe Benefit Breakdown: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	Job Classification w/ Group#: _____ Hourly Rate: \$ _____ Fringe Benefit Breakdown: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Job Classification w/ Group#: _____ Hourly Rate: \$ _____ Fringe Benefit Breakdown: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	Job Classification w/ Group#: _____ Hourly Rate: \$ _____ Fringe Benefit Breakdown: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

4. Can you company be considered a minority or woman owned firm? _____ YES _____ NO

If it is a minority owned firm, indicate the minority group(s) to which the company owner(s) belong(s):
 Black/African American Hispanic American Native American
 Asian/Pacific American Asian/Indian American

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, 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."

5. The undersigned certifies that (s)he is and owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Name/Title: _____ Signature: _____ Date: _____

Appendix S

APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the City of Naperville for the contractor’s benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the City of Naperville.

Project: _____ Subgrantee: _____
 Contractor: _____ Phone: _____
 Contact: _____ Email: _____
 Address: _____

Federal regulations stipulate that apprentices and trainees (hereinafter “apprentices”) assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman’s hours must match an apprentice’s hours each day. There are no exceptions to this policy. Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice’s wage.

Do you plan on using apprentices for the above referenced project? Yes ___ No ___

Are your apprentices registered with the Bureau of Apprenticeship and Training? Yes ___ No ___

If not, it is recommended that you register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

APPRENTICE/TRAINEE NAME	YEAR/LEVEL	REGISTERED	WAGE/HOUR

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

Name: _____ Signed: _____ Date: _____
Authorized Personnel

Appendix T

For the City use only:

Project #	
Date	

City of Naperville
FORM 1 Rev.08/12/2011

FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (Form 1)

(To be completed by business owners)

PART 1 Business Concern Information:

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	
Trade(s)			

Business Partners/Owners Name	Title	Address

PART 2 Section 3 Federal Business Concern: The above business certifies that it qualifies as a Section 3 Business Concern based on: *(Please check the appropriate category below and provide requested supporting forms)*

A Business is majority owned (at least 51%) by Section 3 Resident(s).
 Must provide signed *Federal Section 3 Resident Self Certification (Form 2)* for the owner(s)

or

B At least 30% of the permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
 Must provide *Permanent Employee / New Hire List (Form 3)*; and
 Must provide *Federal Section 3 Resident Self Certifications (Form 2)* for all owners and Section 3 employees

or

C Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns if awarded contract
 Must provide signed *Federal Section 3 Subcontracting Plan (Form 4)*; and
 Must provide signed *Federal Section 3 Business Concern Self Certifications (Form 1)* for all subcontractors

D Check "D" if none of the categories above apply to your business.

PART 3 Other Business Concern:

Business is owned by a minority person: African American Hispanic American
 Other (Specify): Native American Asian/Pacific American

Business is woman owned.

PART 4 Business Owner Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Business Concerns that will enable my business to receive notice of contracting opportunities for future Section 3 covered projects. I understand that the Section 3 Business Concern list may provide additional employment opportunities, however inclusion on that list does not guarantee awarding of contracts. I further understand that this list may be accessed by the City of Naperville staff, developers and contractors working on Section 3 covered projects. Yes No

I certify that I will ensure that Section 3 information and its requirements are provided to all employees and lower tier subcontractors involved in the project. Under penalty of perjury I also certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to the City's funding programs. I agree to furnish to the City of Naperville any requested documentation in support of verification of this self-certification. Further more, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Owner Signature _____ Date _____

Print Name _____ Title _____

Appendix U

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

Appendix V



U.S. Department of Labor
Wage and Hour Division
PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008
 OMB No.: 1235-0008
 Expires: 01/31/2015

NAME OF CONTRACTOR OR SUBCONTRACTOR PROJECT OR CONTRACT NO.
 ADDRESS PROJECT AND LOCATION

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) SOCIAL SECURITY NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			IS	TO	FROM	TO	FROM	TO	FROM				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, gathering and reviewing the collection of information, if you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Appendix X

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?		4c. Pay stub?
				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"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary						
6. Your duties						
7. Tools or equipment used						
CONFIDENTIAL						
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>	
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>	
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