



**City of Providence
Community Development
Sub-Grantee Manual
& Performance Requirements:
for CDBG Sub-grantees and HOPWA/ESG
Project Sponsors**

Program Year
July 1, 2012 – June 30, 2013

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1. Introduction

This Manual provides the information you will need to successfully execute your CDBG/ESG/HOPWA grant for the July 1, 2011 – June 30, 2012 program year and meet all federal and local compliance and reporting requirements.

Please review this manual carefully, even if you have received a Community Development grant in the past as rules, regulations, and procedures are modified from year to year. Please note that the term “Sub-grantee” refers to both CDBG Sub-grantees and to HOPWA/ESG Project Sponsors.

We have sought to simplify and clarify the explanation of the contract requirements for grantees. If you have any questions or need technical assistance meeting any of your contract requirements, Department of Planning staff is available to assist you. A list of staff with contact information is provided on the last page of this manual.

The Manual includes guidance for bidding and awarding contracts for public facility improvements, complying with and reporting required by the First Source local hiring program, reporting requirements for social service, and HOPWA contracts, requisition procedures, and detailed performance requirements under federal, state, and local laws which apply to this contract.

This year’s Community Development program incorporated several significant reforms and the Community Development program continues to be strengthened to increase the effectiveness of 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 this 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 grant.

2. Summary of Compliance & Reporting Requirements

The following chart provides a summary of your compliance and reporting requirements.

CDBG Public Service	CDBG Public Facility	Non-Profit Housing	HOPWA
Monthly Activity Report	Pre-Bid Meeting with DPD Compliance Staff	First Source Job Vacancy Form <i>(See First Source section for detail.)</i>	First Source Job Vacancy Form <i>(See First Source section for detail.)</i>
Budget Detail & Cost Allocation Forms <i>(With each requisition)</i>	Bid Documentation Form	First Source Quarterly Hiring Activity Report <i>(Required quarterly regardless of hiring activity)</i>	Budget Detail & Cost Allocation Forms <i>(With each requisition)</i>
Quarterly Beneficiary Report	Pre-Construction Meeting with Contractor & DPD Compliance Staff	Annual Report of Completed Affordable Units	First Source Quarterly Hiring Activity Report <i>(Required quarterly regardless of hiring activity)</i>
Mid-Year Outcomes Status Report	Mid-Year Outcomes Status Report	Annual Household Characteristics Report	Annual Performance Review (APR)/ CAPER
First Source Quarterly Hiring Activity Report <i>(Required quarterly regardless of hiring activity)</i>	Construction Project Site Visit by DPD Staff		
First Source Job Vacancy Form <i>(See First Source section for detail.)</i>	Final Inspection by DPD Staff <i>(Upon completion of project.)</i>		
	Grantee Statement of Satisfactory Completion of Work		
	First Source Job Vacancy Form <i>(See First Source section for detail.)</i>		
	First Source Quarterly Hiring Activity Report <i>(Required quarterly regardless of hiring activity)</i>		
End Of Year Outcomes Report	End Of Year Outcomes Report	End Of Year Outcomes Report	End Of Year Outcomes Report

Consolidated Neighborhood Opportunity Grant (CNOG) recipients must submit comply with the reporting requirements detailed above for each funding stream in their grant. Additionally, Project Status meetings will be held from time to time to assist grantees and ensure continued progress.

3. City of Providence Procurement Policy

This policy applies to all Community Development subgrantees for all purchases, contracted services, and construction projects paid for in whole or in part with these funds.

Subgrantees must meet with the DPD staff to schedule pre-bid and preconstruction meetings and to discuss the compliance process. By contacting, informing, and including DPD staff from the beginning of your project, you can ensure full compliance with all rules and a smoother contract management process.

Purchasing— supplies and materials

\$0 to \$500 – 3 verbal/telephone estimates are required. No written specifications are required. Documentation must be kept on file by the grantee.

\$501 to \$5,000 – 3 written estimates are required. Written specifications are necessary and must be available to bidders.

\$5,001 and over – Written specifications are necessary and a “Request for Proposals” must be advertised.

Construction – capital improvements, rehabilitation and ADA improvements

\$0 to \$1,999 – Written specifications are necessary and three written bids are required.

\$2,000 to \$50,000 – Written specifications (and plans where appropriate) are necessary. Three (3) written bids must be acquired and Davis/Bacon wage provisions apply.

\$50,000 and over – Written plans and specifications are required for all work in this category. Three (3) written bids must be acquired and Davis/Bacon wage provisions apply. The project must be advertised in the local paper of general circulation a minimum of two weeks prior to the receipt of bids.

Consulting and A/E Services

\$0 to \$20,000 – Three written estimates and a scope of services is required

\$20,001 and over – A written scope of services and an RFP must be prepared and advertised in the local paper of general circulation a minimum of two weeks before the proposals are due.

Affirmative Marketing and M/WBE Policy

The City of Providence is an equal opportunity, M/WBE employer. The City of Providence requires all subgrantees to solicit **a minimum of one bid from a minority- or women-owned business enterprise when soliciting bids is required.**

In accordance with Section 21-52 of the Code of Ordinances of the City of Providence, no less than 10% of the dollar value of the procurement or construction costs for the Project is to be awarded to Minority Business Enterprises (MBE) and no less than 10% of the dollar value of the procurement or construction costs of the project is to be awarded to (WBE) Women Business Enterprises.

For information on City of Providence MBE/WBE requirements, visit:

<http://www.providenceri.com/hr/mbe-wbe>

For guidance on searching the State of Rhode Island list of Certified MBE/WBE Vendors, visit:

<http://www.providenceri.com/efile/1048>

Note: In contrast to the State definition, the City of Providence does not include Portuguese/ Portuguese-Americans within its definition of Minority group members.

Documentation of solicitation must be kept and must be available to DPD for inspection.

A copy of the bid and or the solicitation list (in the event all attempts are unsuccessful) must be submitted as a part of the DPD submission package.

Subgrantees are still required to award work to the lowest responsible bidder. Bonding, insurance and Davis/Bacon requirements remain in force for all contracts.

If your agency only receives administrative or program funding, these procedures will be in force for all procurements undertaken by your agency including consultant, audit and support services.

No Community Development funds shall be paid for any work covered by these policies unless the Department of Planning and Development receives three bids, one of them from a M/WBE firm.

Technical Assistance

Please call DPD for assistance or to schedule an appointment to review procedures.

If you seek additional guidance on MBE/WBE requirements and assistance meeting these requirements, please contact: **Ernesto Figueroa, Supplier Diversity Director** efigueroa@providenceri.com (401) 421-7740 Ext. 663.

**CITY OF PROVIDENCE COMMUNITY DEVELOPMENT
BID DOCUMENTATION FORM**

Minimum of 3 bids required

Bid 1

Bid 2

Bid 3

M/WBE FIRMS (must solicit a minimum of one bid)

Bid 1

Bid 2

Bid 3

LOW BIDDER:

Insurance_____

License_____

Bond_____

This form is available for downloading at: www.providenceplanning.org

4. Construction Project Compliance Process

Pre Bid & Bid

- Pre-Bid Meeting with Department of Planning and Development (DPD) Compliance Officer
 - Review City procurement policy and bid solicitation process
 - Review Davis-Bacon requirements
 - Review Environmental Review requirements/process
 - Provide technical assistance
- Prior to soliciting bids, recipients should contact the First Source Director or his/her designee to ensure compliance First Source compliance for the project.
- Solicitation of Bids & Advertisement, when required (See pp 5-6). Advertisement must be placed at least two weeks prior to acceptance of bids.
- Determine lowest responsible bidder
- Conduct reference check
- Confirm and obtain Bond and Insurance documentation
- Submit documentation of bid process to DPD Staff

Preconstruction

Preconstruction Meeting with Contractor and DPD Compliance Staff

- Review compliance monitoring process and requirements
- Review requisition process
- Finalize construction schedule

Construction

- Requisitions with required documentation submitted to DPD Staff. Requisition must include detail on work completed. Contractor's AIA forms are not sufficient.
- Compliance site visits conducted randomly by DPD Compliance Staff

Project Completion

- Schedule final project inspection with DPD Staff
- Submit final requisition. Requisition must include detail on work completed. Contractor's AIA forms are not sufficient.
- Final requisition must include a letter from grantee that work has been completed and completed satisfactorily. Additionally, at this time sub-grantees should complete a Clientele Report (available on the web site) if the Contract indicates the National Objective was "Limited Clientele." (Typically this applies to agencies serving individuals from Providence and other communities.)

Technical Assistance

It is our goal to assist grant recipients with all aspects of compliance and reporting.

The following contact information is provided as a reference during the performance of your grant:

Topic	Contact	Phone & E-Mail.
Public Facility/ Construction	Chris Michailides	401-680-8431 cmichailides@providenceri.com
Public Service	Colleen Dupre	401-680-8418 cdupre@providenceri.com
Environmental Review	April Lape	401-680-8422 alape@providenceri.com
First Source (General)	Natalie Lopes	401-680-8416 nlopes@providenceri.com
First Source (Construction)	Andrew Cortes	401-919-5919 acortes@provplan.org
MBE/WBE	Ernesto Figueroa	(401) 421-7740 Ext. 663 efigueroa@providenceri.com

5. Public Service Monthly & Quarterly Reporting Requirements

Recipients of Public Service CDBG funding are required to file the following reports. Payment will be withheld if complete reports are not provided as required.

Monthly Report

Sub-grantees receiving funds for public service are required to complete and submit a Public Service Monthly Activity Report. **This report must be submitted with requisitions. A separate report for each month of the requisition period is required.**

This report collects data the U.S. Department of Housing and Urban Development (HUD) requires of the City. Sub-grantees must report on programs delivered, projected annual service delivery, actual service delivery, as well as information on beneficiaries.

Quarterly Beneficiary Report

Sub-grantees are required to complete and submit a Quarterly Beneficiary report **on the 15th of October, January, April and July.**

This report collects data on the ethnicity and race of clients served by CDBG-funded programs. Additionally, the quarterly report collects information on services provided during that time period and data on clients who have received new and/or improved service as a result of funding. This data is required by HUD.

Forms are available at: **www.providenceplanning.org**

6. Outcomes Reporting

Public Service, Housing, and CNOG recipients are required to provide a **Mid-Year Outcomes Status Report** and an **End of Year Outcomes Report** indicating your progress toward achieving your outcomes.

These reports are based upon the grid in the **Final Scope and Outcomes** document included in your contract. The report will provide an update and current status report on progress toward your original projections, along with a brief narrative where you need to explain any successes, challenges, or shortfalls you have experienced.

At the time of the **Mid-Year Report**, if you are not achieving your projected outcomes you will need to detail your plan for correcting this in the remaining months of the Program Year.

Additionally, if you conclude the Program Year and do not achieve your projected Outcomes in your **End of Year Outcomes Report** you will need to provide a full explanation of the barriers that prevented this and your remedial plan for addressing this.

These Report forms will be emailed to all grantees and will be available for downloading on the DPD web site.

Outcomes Reporting Deadlines

Mid-Year Outcomes Status Report	Wednesday, January 11, 2013
End of Year Outcomes Report	Wednesday, July 12, 2013

7. Requisition Process & Required Supporting Documents

Requisition Form

A City of Providence Contract Requisition Form must be completed in full by sub-grantees in order to receive reimbursement for allowable expenses.

Clearly labeled supporting documents, such as receipts, should accompany each requisition. Sub-grantees should be advised that grant funds cannot reimburse for sales tax. Any sales tax paid should be identified on receipts and deducted from the requested requisition amount.

Please remember: **You should only submit for reimbursement expenses and line items in your approved project budget that are designated as receiving funding.** In order to streamline the requisition review process – to the benefit of grantees – we have implemented a new rule limiting the number of line items you can designate. Changes to the identified line items during the Program Year will likely result in delays in processing your requisitions and will slow payment.

Budget Detail Form & Cost Allocation Form

Recipients of Public Service, ESG and HOPWA funding are required to file a Budget Detail Form and a Cost Allocation Form with each requisition.

These forms gather information required by HUD and are available for downloading at www.providenceplanning.org.

Payment will be withheld if complete reports are not provided as required.

8. Local Hiring: Providence Connects/First Source

Community Development Block Grant (CDBG) recipients' attention is called to the fact that all projects and activities funded in part or whole by CDBG resources are to be executed under the City of Providence, Code of Ordinances §2-169. 1 and 21-91 *et seq.*, entitled "First Source List Established", hereinafter First Source. **All recipients of aid from the City of Providence, when the total amount exceeds \$25,000 in one calendar year, are obligated by First Source as a condition of receiving aid.**

A recipient's obligation to comply with First Source applies in each and every year in which a recipient's total aid from the City exceeds \$25,000, whether that threshold is reached from one single source or a combination of multiple sources. Therefore, please refer to the First Source Ordinance definition(s) of aid to determine if the total aid received from the City of Providence within the current calendar year exceeds the \$25,000 First Source threshold.

This notice and associated materials describe the CDBG recipient's First Source obligations and is designed to assist CDBG recipients, and any of their subcontractors, in meeting their obligations and to be in compliance. It is the prime recipient's responsibility to ensure that contractors and subcontractors, regardless of contractual tier, that are successfully awarded work funded wholly or in part by CDBG resources read and fully understand this supplemental information and associated materials to comply with all provisions of First Source, as delineated herein and in the referenced documents.

It is strongly suggested that any CDBG recipient who has questions regarding their obligations, or plans to procure construction services with CDBG funds, requests a planning meeting with the Director of First Source and/or his/her designee. This meeting will include a review of the project goals and the process by which the First Source objectives will be achieved. At this meeting, specific forms and procedures for compliance and achievement of First Source objectives will be provided and agreed upon between all impacted parties.

Should there be any conflict between this supplemental information and the City of Providence Code of Ordinances, Sec. 2-169.1 and Sec. 21-91 *et seq.*, that conflict does not relieve the prime recipient of being in compliance with the above referenced sections. Furthermore, by accepting CDBG resources the prime recipient acknowledges their, and any of their subcontractor's, obligations to comply with First Source.

Applicability

Complying with First Source requirements is a mandatory condition of acceptance and receipt of CDBG funding, when the CDBG award amount brings the total aid received from the City of Providence to an excess of \$25,000 within one calendar year. Should non-compliance with First Source requirements be determined, the prime recipient

and/or sub-contractor(s) may be subject to sanctions as delineated in Sec. 21-96 of the First Source Ordinance. It is the prime recipient's responsibility to provide reporting in accordance with First Source and to ensure they receive adequate information from all tiers of contractors to do so.

First Source is applicable to all employers with five (5) or more employees, including all contractors, subcontractors, tenants and subleasees that do business on, work at, or are located at the site where CDBG resources have been or will be applied.

When such employers are hiring for positions created as a result of internal promotions, terminations and/or expansion of the employer's workforce, those positions are subject to the provisions of First Source, **except when those positions are to be filled by internal promotion within the employer's existing local workforce.**

First Source Hiring Process

All covered employers shall notify the Director of First Source (Director) and/or Designee of job openings for positions as described above, prior to advertising the job openings(s) to the public, utilizing the Job Vacancy Form.

Within ten (10) days of being notified of the job opening(s), the Director and/or Designee shall refer qualified persons until the employer has filled the job openings from the First Source list or with bona fide City of Providence Residents.

In the event that the Director and/or Designee does not respond to the covered employer within the ten (10) day period, or should the covered employer be unable to find qualified persons to fill the job opening(s) from those referred, the employer shall notify the Director and/or Designee that they wish to seek alternate candidates for the job opening(s).

Upon notification from the covered employer of their desire to seek alternate candidates, the Director and/or Designee shall have a ten (10) day period to meet with the covered employer to discuss the job opening(s). Should the Director and/or Designee agree that an appropriately qualified person cannot be identified, that agreement will be reflected in written correspondence and the covered employer can seek candidates for the job opening(s) from any source.

In the event the Director and/or Designee do not agree that a qualified person cannot be identified for the job opening(s), the Director and/or Designee shall have an additional ten (10) days to refer appropriately qualified persons to the covered employer. Should the position not be filled from candidates referred in the second ten (10) day period, then the covered employer may seek candidates for the job opening(s) from any source.

Required Forms: Reporting and Forms

The First Source Ordinance and all required forms referenced in this notice may be obtained at the website listed here: <http://www.providenceri.com/economic-development/first-source>.

Contact information

Should there be any questions regarding First Source obligations or process, please contact either the Director or Designee. In general, should the First Source questions be related to permanent employment positions, please contact the Director and when related to procuring construction services or direct hiring for construction, please contact the Designee.

City of Providence, Director of First Source:



NATALIE LOPES
Director | First Source Providence
Department of Planning & Development
444 Westminster Street, Suite 3A
Providence, Rhode Island 02903
401 680 8416 OFFICE
401 680 8493 FAX
nlopes@providenceri.com
www.providenceri.com/economic-development

PROVIDENCE THE CREATIVE CAPITAL

City of Providence, First Source Designee:



Andrew L. Cortés, Director
133 Delaine Street, Second
Floor
Providence, Rhode Island 02909
401-919-5919 | 401-919-5928 fax

Non-Discrimination For Those With Prison Records

Sub-grantees must comply with the Federal Equal Employment Opportunity Policy on non-discrimination for those with prison records. Whenever the sub-grantee is in receipt of information which is part of an employment applicant's or employee's criminal history record information file, the sub-grantee may use that information for the purpose of deciding whether or not to hire the applicant or fire the employee, only in the manner set forth below, unless such denial of employment or termination is required by municipal, state or federal law:

Convictions will only be considered by sub-grantees to the extent they relate to the applicant's suitability for employment in the position for which they have applied or in which they are in, that is, where there is a justified business necessity.

In determining whether a justified business necessity exists, Employer shall consider:

- (i) The gravity of the offense or offenses;*
- (ii) The time that has passed since the conviction and/or completion of the sentence;*
- and*
- (iii) The nature of the job held or sought.*

In the case when an individual is being denied employment as a result of a business necessity as described above, Employer shall give written notification to the individual being denied or fired, explaining the reasons why he/she was denied employment and informing him/her of the right to appeal to the D.O.P.D..

9. Drug Free Workplace Policy

All sub-grantees are required to adopt and adhere to the following Drug Free Workplace Policy:

- A. Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well being of all employees, the public at large and result in damage to property. Therefore, it is the policy of this state that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- B. Any employee violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug behavior, regardless of whether the employee's conduct was detected within employment hours or whether his or her actions were connected in any way with his or her employment. The specifics of this policy are as follows:
 - 1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer, will be subject to discipline up to and including termination.
 - 2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines and barbiturates.
 - 3. Each employee is required by law to inform the Sub-grantee within five (5) days after he or she is convicted for violation of any Federal or state criminal drug statute. A conviction means a finding of guilt to include a plea of *nolo contendere*, or the imposition of a sentence by a judge or jury in any Federal or state court.
 - 4. The employer (the hiring authority) will be responsible for reporting convictions to the appropriate Federal granting source within (10) days after receiving notice from the employee or otherwise receive actual notice of such conviction. All convictions must be reported in writing to the office of Personnel Administration within the same time frame.
 - 5. If an employee is convicted of violating any criminal drug statute while on duty, he or she will be subject to discipline up and including termination. Conviction(s) while off duty may result in discipline or discharge.

6. The employer encourages any employee with a drug abuse problem to seek assistance. See your Personnel Officer or Director.
7. The law requires all personnel to abide by this policy.

10. Community Development Grantee Performance Requirements Program Year July 1, 2012 -- June 30, 2013

The Contract binds grantees to compliance with all the applicable Performance Requirements detailed below:

SCOPE OF SERVICE

Activities

The Sub-grantee will be responsible for administering a CDBG/ESG/HOPWA project in a manner satisfactory to the City of Providence, Department of Planning and Development (herein referred to as DPD) and consistent with any standards required as a condition of providing these funds. Such program will include activities eligible under the Community Development Block Grant Program, Emergency Solutions Grant, and/or the Housing Opportunities for Persons with AIDS (HOPWA) program.

Program Delivery

The Sub-grantee agrees to perform the program detailed in Attachment A of the Sub-grantee Contract and the Scope and Outcomes document, an attachment to the Contract.

National Objectives

Activities carried out with funds provided under this Agreement must meet one or more of the objectives detailed in Attachment A of the Contract.

Service Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub-grantee agrees to provide the levels of program services detailed in Attachment A:

Staffing

As per the application – all management personnel changes are to be reported to DPD immediately.

Performance Monitoring

The DPD will monitor the performance of the Sub-grantee against goals and performance standards required herein. Substandard performance as determined by the DPD will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the DPD, contract suspension or termination procedures will be initiated.

TIME OF PERFORMANCE

Services of the Sub-grantee shall start on the 1st day of July 2012 and end on the last day of June 2013.

BUDGET AND SCHEDULE

It is expressly agreed and understood that the total amount to be paid by the DPD under this Contract shall not exceed the amount detailed in Attachment A of the Contract and that payment will be in accord with the Budget attached to the Contract. A written request for material changes to this budget must be submitted to the Department for changes greater than 10% to any line item or the addition of any new line items for which reimbursement will be sought.

Any indirect costs charged must be consistent with the conditions detailed in this Manual. In addition, the DPD may require a more detailed budget breakdown than the one contained herein, and the Sub-grantee shall provide such supplementary budget information in a timely fashion in the form and content

prescribed by the DPD. The DPD and the Sub-grantee must approve any amendment to this budget in writing.

Provided as an attachment to, and incorporated as part of, this contract is a performance schedule for the work to be performed under this grant. The DPD must be notified in writing of material changes to this schedule.

PAYMENT

Drawdowns for the payment of eligible expenses shall be made against the budget, an incorporated Attachment to the Contract, and in accordance with the rules, regulations, and procedures detailed in this Manual.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in OMB Circular A-110, available at: <http://www.whitehouse.gov/omb/rewrite/circulars/a110/a110.html>.

NOTICES

Communication and details concerning this Contract by the sub-grantee shall be directed to:

Department of Planning and Development

444 Westminster St.

Providence, RI 02903

ATTN: Garry Bliss, Deputy Director for Community Development

401-680-8409 (Telephone) 401-680-8492 (Fax)

gbliss@providenceri.com

SPECIAL CONDITIONS

The sub-grantee hereby agrees to comply with and meet all obligations under the City of Providence First Source ordinance under the City of Providence Code of Ordinances Section 2-169.1 and 21-91 *et seq.*, entitled "First Source List Established."

GENERAL CONDITIONS

General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and Part 574 (HUD regulations concerning the HOPWA program). The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Contract. **The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor". With respect to the services to be performed under this Agreement, the DPD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent sub-grantee.

Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the DPD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantees performance or nonperformance of the services or subject matter called for in this Agreement.

Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

Insurance and Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the DPD.

The Sub-grantee shall comply with the bonding and insurance requirements as outlined in OMB Circular A-110.

Grantor Recognition

The Sub-grantee shall insure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. **In addition, the Sub-grantee will include a reference to the support provided herein in all publications and project signs made possible with funds made available under this Contract. The reference shall state that funding is made available through the City of Providence's CDBG/HOME/ESG/HOPWA program US Department of Housing and Urban Development.**

Amendments

Requests for amendments must be made in writing. The DPD or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the DPD's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the DPD or Sub-grantee from its obligations under this Agreement.

The DPD may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both DPD and Sub-grantee.

Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination's of the Scope of Service in Paragraph I. A above may only be undertaken with the prior approval of the DPD. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, videotapes or materials prepared by the Sub-grantee under this Agreement shall, at the option of the DPD, become the property of the DPD, and the Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The DPD may also suspend or terminate this Agreement, in whole or in part, if the Sub-grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the DPD may declare the Sub-grantee ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-grantee is in noncompliance with any applicable rules or regulations, the DPD may withhold up to fifteen (15) percent of said contract funds until such time as the Sub-grantee is found to be in compliance by the DPD or is otherwise adjudicated to be in compliance.

ADMINISTRATIVE REQUIREMENTS

Financial Management

Accounting Standards

The Sub-grantee agrees to comply with accounting standards as detailed in OMB Circular A -110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation, to verify an activity has occurred and/or a requirement has been met, for all costs incurred, as detailed below for illustrative purposes.

For accounting purposes, source documentation can include cancelled checks, payroll records, cash receipts/disbursement journal, paid bills, time and attendance records and award documents.

For activities, source documentation is dependent upon the activity funded, including proof of income, proof of HIV status, and household composition. Additional examples based on different activities include the following:

Rental assistance. Annual income determination, annual rent calculation, housing inspection, lease, rent standard, cancelled checks to landlord

Short-Term Rent, Mortgage and Utility (STRMU). Evidence of need, time limit calculation, cancelled payment checks, proof of tenancy or ownership, utility bills, rent amount

Facility-based housing. Documentation of adequate services, rent calculation, leases, records supporting operating costs (see more on this below)

Supportive services. Documentation fitting with type of service (e.g., transportation, case management), that service was delivered, timesheets, client participation records

Operating costs. Maintenance cost records, bills or invoices for utilities, insurance, and taxes, travel reimbursement records, office space leases, documentation for materials (paper, computers, phones) related to project, indirect cost documentation (if applicable in connection with a cost allocation plan)

Administration. Time and activity reports (showing time as an administrative function rather than a project costs), indirect cost documentation if indirect costs are charged

Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations (OMB Circulars A-122), or A -21, "Cost Principles for Educational Institutions", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Sub-grantee is a governmental or quasi-governmental agency, 2 CFR Part 225 (OMB Circular A-87) the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and OMB Circular A-87 would apply.)

Documentation and Record-Keeping

Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 (for CDBG subrecipients) and 24 CFR 574.450 (for HOPWA project sponsors) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

Records providing a full description of each activity undertaken;

Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

Community Development Sub-Grantee Manual & Performance Requirements

Records required determining the eligibility of activities and/or records required to determine eligibility of client served pursuant to 24 CFR 574.3;

Records required documenting the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

Records documenting compliance with the fair housing and equal opportunity components of the CDBG and HOPWA and ESG program;

Records documenting compliance with the Providence Connects/First Source Agreement;

Financial records as required by 24 CFR Part 570.602 and OMB Circular A-110; and

Other records necessary to document compliance with Subpart K of 24 CFR 570.

Retention

The Sub-grantee shall retain all records pertinent to expenditures incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Agreement, or four (4) years for HOPWA projects. Records for non-expendable property acquired with funds under this Contract shall be retained for three (3) years after final disposition of such property, or four (4) years for HOPWA projects. Records for any displaced person must be kept for three (3) years (or four (4) years for HOPWA projects) after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, ethnicity, income level and income verification procedures or other basis for determining and verifying eligibility, and a description of service provided. Such information shall be made available to DPD monitors or their designees for review upon request.

Disclosure

The Sub-grantee understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the DPD's or Sub-grantee's responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. HOPWA Project Sponsors understand they must comply with confidentiality requirements under HOPWA, 24 CFR 574.440. (Additional guidance on HOPWA confidentiality requirements is available at HUD CPD Notice 06-07.)

Property Records

The Sub-grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8) as applicable.

Reversion of Assets

Upon expiration of this Grant Agreement the Sub-grantee shall transfer to the DPD any CDBG/ESG/HOPWA funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. Any real property that was acquired or improved in whole or in part with CDBG/ESG/HOPWA funds (including loans) in excess of \$25,000 must:

Be used to meet one of the national objectives in 570.208 until five years after expiration of this agreement or for such a period to be determined by the DPD ; OR

If the property is NOT used in accordance with 570.208 the Sub-grantee shall pay to the Grantor an amount equal to the current market value of the property less any portion of the value attributable to expenditures of NON CDBG/ESG/HOPWA funds for the acquisition of or improvement to the real property.

Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the DPD, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the DPD or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Sub-grantee hereby agrees to have an annual agency audit conducted by a Certified Public Accountant in accordance with generally accepted auditing standards and, as applicable, OMB Circular A-133. Sub-grantees with gross receipts of Federal funds less than \$500,000 AND with CDBG/ESG/HOPWA grants less than \$25,000 can perform an “agreed upon procedures” review in lieu of a full audit. **The audit, management letter, and all findings must be complete and submitted to the DPD within 180 days of the close of the Sub-grantee’s fiscal year or all payments to the Sub-grantee will be suspended. All deficiencies noted in any audit report, regardless of source, must be fully cleared by the Sub-grantee within 30 days of receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payment.**

Close-Outs

The Sub-grantee’s obligation to the DPD shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unused cash advances, program income balances and accounts receivable to the DPD) and determining the custodianship of records.

Reporting and Payment Procedures

Program Income

The Sub-grantee shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this Contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the DPD at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the DPD.

Indirect Costs – Public Service, HOPWA Project Sponsors and Housing CDCs

If indirect costs are charged, the Sub-grantee will develop an indirect cost allocation plan for determining the appropriate Sub-grantee’s share of administrative costs and shall submit such plan to the DPD for approval, in a form specified by the DPD.

Payment Procedures

The DPD will pay to the Sub-grantee funds available under this Contract based upon information submitted by the Sub-grantee and consistent with any approved budget and DPD policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-grantee, not to exceed actual cash requirements. Payments will be adjusted by the DPD in accordance with advance funding and program income balances available in Sub-grantee accounts. In addition, the DPD reserves the right to liquidate funds available under this Contract for costs incurred by the DPD on behalf of the Sub-grantee.

Progress Reports

The Sub-grantee shall submit QUARTERLY Progress Reports to the DPD in the form, content and frequency as required by the DPD. The reports constitute the basis for continued funding by the City of Providence and approval by HUD. Failure to provide Quarterly Progress Reports can result in the suspension or termination of this contract by the DPD. HUD reviews all data received on a quarterly basis as a part of the City's performance review.

Procurement

Compliance

The Sub-grantee shall comply with current DPD policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the DPD upon termination of this Contract. The procurement and construction standards are Attachments to this Contract.

OMB Standards

The Sub-grantee shall procure all materials, property or service in accordance with the requirements of OMB Circular A -110 Procurement Standards and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

Travel

The Sub-grantee shall obtain written approval from the DPD for any travel outside the metropolitan area with funds provided under this Contract.

RELOCATION REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The DPD may preempt the optional policies.) The Sub-grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. The Sub-grantee also agrees to comply with applicable DPD ordinances, resolutions and policies concerning the displacement of persons from their residences. HOPWA Project Sponsors must comply with relevant rules and regulations detailed in 24 CFR 574.630.

PERSONNEL & PARTICIPANT CONDITIONS

Civil Rights Compliance

The Sub-grantee agrees to comply with all City of Providence and State of Rhode Island Civil Rights ordinances and Executive Orders and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of

the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

Nondiscrimination

The Sub-grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Sub-grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Sub-grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Sub-grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the DPD and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

Section 504

The Sub-grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which assures accessibility of program services and prohibits discrimination against the disabled in any Federally assisted program. The DPD shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

Affirmative Action

Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the DPD's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The DPD shall, upon request, provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program prior to or upon execution of this Contract.

M/WBE

The Sub-grantee will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

As used in this Contract, the term "Minority- and Women-Owned business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "Minority group members" refers to a person or persons who is a citizen or lawful resident of the United States and who is a woman or a person who holds him/herself out and is currently identified by others as "Black/African-American" or Hispanic/Latino-American, or Asian American, or Native American/American-Indian or Alaskan Native. The State M/WBE list is

available at: <http://www.mbe.ri.gov/search.php> **Note: In contrast to the State definition, the City of Providence does not include Portuguese / Portuguese-Americans within its definition of Minority group members.** The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Access to Records

The Sub-grantee shall furnish and cause each of its own Sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to the books, records and accounts by the DPD, HUD or its agent, or other authorized Federal official for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Notifications

The Sub-grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

EEO/AA Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provisions

The Sub-grantee will include the provisions of Paragraphs X A, Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-grantees or subcontractors.

Employment Restrictions

Prohibited Activity

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

Labor Standards

The Sub-grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback Act (40 U.S.C. 276a-5; 40 USC 32 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Sub-grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the DPD for review upon request.

The Sub-grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged in contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the DPD pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-grantee of its obligation, if any, to require payment of the higher wage. The Sub-grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The requirement for compliance with Davis-Bacon provisions only applies to HOPWA Project Sponsors when a funded project received federal funds from another source that requires compliance with Davis-Bacon provisions, per 24 CFR 574.655.

Section 3-Clause: Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the DPD, the Sub-grantee and any of the Sub-grantee's sub-grantees and subcontractors. Failure to fulfill these requirements shall subject the DPD, the Sub-grantee and any of the Sub-grantee's sub-grantees and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located. "

Section 3-Clause: Content

The Sub-grantee shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

Section 3-Clause: Selection Process

The Sub-grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the DPD along with documentation concerning the selection process.

Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Sub-grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the DPD, or of any designated public agencies or sub-grantees that are receiving funds under the CDBG Entitlement program. HOPWA Project Sponsors agree to abide the relevant provisions for the HOPWA program detailed in 24 CFR 574.625, and Project Sponsors should further consult and abide by the guidance in OMB Circulars A-102 and 24 CFR 85.36(b)(3).

Lobbying

The Sub-grantee certifies that:

No Federally 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;

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

It will require that the language of the following paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-grantees shall certify and disclose accordingly;

Lobbying Certification - Paragraph D

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Copyright

If this results in any copyrightable material or invention, the DPD and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

Religious Organization

The Sub-grantee agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 670.200(j). HOPWA Project Sponsors agree to adhere to the relevant HOPWA regulations in 24 CFR 574.300(c).

ENVIRONMENTAL CONDITIONS

HUD requires all projects to have an Environmental Review properly completed by the City and the Sub-grantee prior the start of a project, which includes:

- Establishment of an Environmental Review Record with the City
- Classification of activities under the EPA regulations
- Completion of the required reviews and assessments
- Publication of Findings if required
- Formal Notice to Proceed from the City based on a Release of Funds by HUD

The review process includes, but is not limited to:

Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance, under the National Flood Insurance Program, is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). And, where appropriate, HOPWA regulation 24 CFR 574.640.

Lead-Based Paint

The Sub-grantee agrees that any construction or rehabilitation of residential structures or “child-occupied” facilities, as defined by the U.S. Environmental Protection Agency (Federal Register Vol. 73, No. 78 4/22/2008), with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and for HOPWA Project Sponsors 24 CFR 574.635. Child occupied facilities may include, but are not limited to, day care centers, preschools, and kindergarten classrooms. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

Historic Preservation

The Sub-grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Notification Regarding Periodic and Regular Updates and Modifications:

Sub-grantees are advised this document is periodically revised by the Department in order to ensure conformity to and compliance with all relevant Federal, State, and City rules, regulations, and applicable laws which can, and do, change during the course of the contract performance period. Sub-grantees are required to review any updates and ensure compliance with those updates when issued.

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