City of Aurora

Community Development Block Grant

SUBRECIPIENT MANUAL

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Please visit the Neighborhood Redevelopment Division website:
http://www.aurora-il.org/community_services/neighborhoodredevelopment/index.php

City of Aurora
Community Development Block Grant (CDBG)
Subrecipient Manual

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SECTION I - INTRODUCTION

1. Purpose

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

As a SUBRECIPIENT participating in the CITY'S CDBG program, you are agreeing not only to provide specified services, but also 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 has been developed to help facilitate your understanding of these requirements.

The principles presented in this manual are fundamental. They are not intended to replace acceptable existing procedures used by your agency. They 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.

Your SUBRECIPIEINT AGREEMENT with the CITY will contain 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 AGREEEMENT 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 AGREEEMENT, but does not replace the provisions outlined in the SUBRECIPIENT AGREEEMENT. Should there be any disagreement between your AGREEMENT and this manual, the provisions contained within the SUBRECIPIENT AGREEEMENT will take precedence. Unless specified otherwise, the Neighborhood Redevelopment Division shall have the authority to represent the CITY regarding the terms and conditions of your agreement.

2. Community Development Block Grant Program

In 1974, the federal government enacted the Federal Housing and Community Development Act. Title I of this Act combined several previous categorical programs into a single program named the ***Community Development Block Grant*** (CDBG) program. Congress designed the CDBG program to enhance and maintain viable urban communities. The CDBG program accomplishes these goals by providing decent housing, suitable living environments and expanded economic opportunities, principally for low and moderate-income persons. The U.S. Department of Housing and Urban Development (HUD) administers the CDBG program through grants to local and state jurisdictions.

The City of Aurora participates in the CDBG program as an ***Entitlement City*** and is the "recipient" of annual CDBG funding. Agencies that receive sub-grants of CDBG funds are defined by HUD as "subrecipients" or "sub-grantees". At its discretion, the City of Aurora will use these federal funds to assist eligible projects to meet local community development and housing needs. Under CDBG regulations, assisted projects must serve or be located in the incorporated portion of the City.

3. Eligible Activities

Federal regulations limit the kinds of activities that the City may carry out with its CDBG funds. The regulations governing the CDBG program provide detailed eligibility requirements. In general, a project may be undertaken when the following requirements are met.

A. The type of the project must be included within the list of eligible activities in the CDBG regulations. The CDBG regulations also list activities that are explicitly ineligible. Additionally, maintenance and operation expenses and equipment purchases are ineligible except as part of an eligible public service. Ineligible projects also include construction of buildings used for the general conduct of government.

B. A CDBG project must meet at least one of three national objectives. The project **must principally serve low and moderate-income persons**, **eliminate slums and blight**, or **address a recent and urgent health and safety need**.

C. The project must be consistent with the objectives and strategies outlined in the City's **Consolidated Plan**. The Consolidated Plan is accessible on the City's website for reference.

D. Finally, the project must be able to be completed, in order to meet a CDBG-eligible end use within the timeframe covered by the SUBRECIPIENT AGREEMENT (typically a one-year timeframe).

4. Federal Regulations

The key federal regulations which form the basic administrative requirements of the CDBG program are summarized in this section to provide a framework for the standards referenced throughout this manual. The regulations have been developed by HUD in order to carry out the federal statutes that established the CDBG program. The regulations address the CDBG program itself, and other federal laws or policies relevant to the CDBG program (e.g. National Environmental Policy Act, Americans With Disabilities Act, Davis-Bacon Act, etc.). The acronym "CFR" stands for Code of Federal Regulations.

A. CDBG Program Management Regulations. The basic program regulations governing management and financial systems for the CDBG program are promulgated by the federal

government in 24 CFR Part 570, Subparts J and K. They are applicable both to grantees (i.e., the City) and to public or private sector subrecipients:

i. Subpart J (24 CFR 570.500 – 570.513) covers the general responsibilities for grant administration, including uniform administrative requirements, provisions of subrecipient agreements, program income, use of real property, record-keeping and reporting, and closeout procedures.

ii. Subpart K (24 CFR 570.600 – 570.614) deals with other CDBG program requirements including civil rights; labor standards; environmental standards; flood insurance; relocation; displacement; acquisition; employment and contracting opportunities; lead-based paint; use of debarred, suspended or ineligible contractors; uniform administrative requirements and cost principles; conflicts of interest and the Americans With Disabilities Act.

B. General Federal Requirements. In addition to the basic regulations of the CDBG program contained in 24 CFR Part 570, there are three other categories of requirements that affect the administrative systems and procedures that SUBRECIPIENTS must have in place in order to receive support:

i. Federal regulations governing administrative and audit requirements for grants and cooperative agreements (governmental subrecipients) for which HUD has oversight responsibilities;

ii. Administrative circulars from the Office of Management and Budget (OMB) and Department of the Treasury governing cost principles, administrative systems, fiscal procedures and audit requirements for public and private grantees and subrecipients;

iii. Executive Orders from the Office of the President implementing various equal employment opportunity and environmental policies.

The applicability of these general requirements depends upon the kind of public or private organization that receives CDBG funds.

5. Community Based Organizations

For SUBRECIPIENTS that are non-profit organizations, the key regulations defining administrative requirement are:

A. *OMB Circular A-122 "Cost Principles for Non-Profit Organizations":* A publication of the U.S. Office of Management and Budget, this document establishes principles for determining costs that are allowed to be charged to federal grants, under contracts, and other agreements with non-profit organizations, except educational institutions,
Or,

B. *OMB Circular A-21 "Cost Principles for Educational Institutions": This document covers much* of the same subject matter as OMB Circular A-122, but is designed for use by educational institutions (both public and private),

And,

C. *24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations":* This document specifies standards relative to pre-award requirements, financial and program management, property standards, procurement standards, reports and records, termination and enforcement, and closeout procedures. 24 CFR 84 supersedes OMB Circular A-110.

6. Public Agencies

For "governmental subrecipients" (a public agency that is independent of the City, such as a public housing authority, or a cooperating government/County agency under the City's CDBG grant), the key administrative requirements are:

A. *24CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally-recognized Indian Tribal Governments" (also known as the "Common Rule":* For government entities and public agencies, 24 CFR Part 85 details standards for financial management systems, payment, allowable costs, property management, procurement, monitoring and reporting program performance, financial reporting, record retention, and termination.

And,

B. *OMB Circular A-87 "Cost Principles for State and Local Governments":* For government entities receiving CDBG or other federal funds, this document is the government's version of OMB Circular A-122. Circular A-87 establishes the principles for determining the allowable costs of programs administered by public agencies under grants or contracts from the federal government. The principles are designed to provide the basis for a uniform approach to determining costs and to promote efficiency.

Additionally, in order to meet federal reporting requirements, all Agencies applying for funds must be registered with CCR & DUNS and must provide their EIN number.

SECTION II - GENERAL OVERVIEW

1. Programmatic & Financial

   To be a recipient of Community Development Block Grant funds, the program of the SUBRECIPIENT must be related to and be supportive of the defined objectives in the City's Consolidated Plan. The SUBRECIPIENT must also be incorporated in the State of Illinois and have obtained federal non-profit tax exempt status.

   Following an application process defined by the City, successful SUBRECIPIENTs will be asked to refine their goals, expenditures and scope of work based upon the actual amount of the funding to be awarded. The goals used should be consistent with those outlined in the application document, with modifications if necessary due to a lesser or greater funding allocation. The SUBRECIPIENT will be required to submit an updated timeline for the activity and detailed scope of work (for housing and public facility activities); "Source of Funds" statement; and detailed "Budget (Use of Funds)", based on the amount of CDBG grant funds actually awarded.

2. The Subrecipient Agreement

   The SUBRECIPIENT AGREEMENT will contain a comprehensive statement of goals and objectives of the funded program, specific requirements based upon types of expenditure, and a list of the services to be provided. The SUBRECIPIENT AGREEMENT will outline program compliance requirements.

3. A SUBRECIPIENT is STRICTLY PROHIBITED from obligating any funds or incurring any reimbursable expenses unless and until they are in possession of a fully executed SUBRECIPIENT AGREEMENT. Upon written request, exceptions to this provision may be considered. The Neighborhood Redevelopment Division will make the determination on a case-to-case basis based upon the SUBRECIPIENT's need and applicable CDBG regulations.

SECTION III - FINANCIAL RESPONSIBLITIES

In using federal funds, documentation is critical. The achievement of program goals and the completion of activities must be supported by adequate documentation. If activities, personnel, procedures, expenditures, and results are not documented properly, from the federal government's perspective, you have not done your job, regardless of your accomplishments.

All individuals directly benefitting from or receiving CDBG-funded services must provide proof of income. It is the responsibility of the SUBRECIPIENT to obtain and maintain income documentation for each client served and to make available this documentation upon request to the CITY or to the U.S. Department of Housing and Urban Development (HUD). Sufficiently detailed documentation must be obtained to verify the income of each client or household

benefiting from CDBG funded activity. Activities funded with CDBG must principally serve clients whose income is less than 80% of Area Median Income, adjusted by household size.

SECTION IV - REIMBURSEMENT PROCEDURES

1. SUBRECIPIENT Responsibilities

   A. Reimbursements will not be processed unless and until any and all reporting requirements have been met by the SUBRECIPIENT.

   B. SUBRECIPIENTS should submit reimbursement requests on a monthly basis, unless no costs are incurred. SUBRECIPIENTS should refer to their approved budget for eligible reimbursable costs.

   C. The SUBRECIPIENT must submit the Reimbursement Request for Payment, on the form provided to Subrecipients, to the Neighborhood Redevelopment Division, with documentation as to the purpose of the expenditure. Documentation should be:

      i. Copied. Do not send originals.

      ii. Substantiated. All items for which reimbursement is being requested must be accompanied by paid invoices or equivalent documents issued by the vendor or provider of goods and services, verifying that the expenditures were incurred and that payment was made.

      iii. Legible and noted. Any invoice or receipt submitted to identify eligible expenditures must be legible with the specified dollar amount(s) circled or highlighted and clearly noted on the receipt.

      iv. Certified. All reports and documents submitted must be signed and dated by the SUBRECIPIENT'S Executive Director.

      v. Specific requirements for Payroll/Salary expenditures. The amount of staff time charged to CDBG program activity must be clearly identified. The following documentation is required for Payroll/Salary reimbursement requests:

         - Payroll detail registers for each position for which reimbursement is being requested;

         - City of Aurora CDBG Timesheets for each position for which reimbursement is being requested. The timesheets must:

            - Reflect an after-the-fact distribution for the actual activity of each employee;

- Account for the total activity for which each employee is being compensated;
- Be prepared at least monthly;
- Be signed by the employee and his/her supervisor.

While not required for submittal with the request for reimbursement, the SUBRECIPIENT must maintain documentation, including canceled checks, to support payment to employees for salaries and/or fringe benefits. The CITY, at its discretion, may request copies of this supporting documentation.

If an employee's time is split between CDBG and another funding source, time distribution records supporting the allocation of charges among the various sources must be submitted.

vi. Checklists for Reimbursement submittals. In order to assist you in the preparation of the required submittal documentation for your project, reimbursement documentation checklists that identify required information in order to substantiate each of the different types of CDBG funded projects will be provided to SUBRECIPIENTS.

2. CITY Responsibilities

A. The Neighborhood Redevelopment Division will review and process each Reimbursement Request for Payment. It is important that SUBRECIPIENTS plan expenditures and budget according to the processing time delineated on the payment schedule that is provided at the beginning of each program year. Typically, there is about a 3 week lag time between Agency submittal of reimbursement requests and payment by the City.

B. Checks are generated by the City's Finance Department and are mailed directly to the SUBRECIPIENT.

C. The City of Aurora reserves the right to withhold payments of funds to SUBRECIPIENTS who fail to comply with federal, state and local regulations.

SECTION V - PURCHASING/PROCUREMENT

The federal rules and regulations related to purchasing and procurement are based on the principles and expectations that tax-funded projects should be managed responsibly and effectively. Prices for goods and services should be reasonable, competitive, and well-documented. The SUBRECIPIENT and clients being served should receive high quality services and value for the investment of federal funds. It is not required that a bargain be achieved with each purchase or service, but that the SUBRECEPIENT, the clients, and the taxpayers are receiving fair value. This means that CDBG funds should be used to purchase only what is necessary under the terms of the contract and nothing more. The integrity of purchasing procedures must be

documented, substantiating the decision-making process and recording results of the purchases of goods and services.

All SUBRECIPIENTS must adhere to a competitive bidding process, summarized on the Procurement Flowchart on the following page.

1. If SUBRECIPIENTS are not currently registered as a City of Aurora, then they must complete and submit the City of Aurora "Vendor Application Packet". This document can be downloaded from the City's website (http://www.aurora-il.org/finance/purchasing/index.php), and must be submitted to the City's Purchasing Division before the SUBRECIPIENT submits any requests for reimbursement to the Neighborhood Redevelopment Division. Completion and submittal of this packet ensures that the required SUBRECIPIENT data is entered into the City's financial record-keeping systems. Questions about the packet may be directed to the Purchasing Division, (630) 256-3550.

2. Specific requirements cover any purchase made in whole or in part with CDBG funds. The PROCUREMENT flowchart will help identify the various monetary thresholds at which various regulations and practices apply.

3. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the above, has a financial interest in the firm selected for the award.

4. Minority, Women, Disabled Persons, Veteran-Owned Businesses. Efforts must be taken to solicit Minority, Women, Disabled Person, Veteran Owned Business entities in procurement, per federal regulations and City of Aurora policy.

5. Federal Labor Standards must be followed by all SUBRECIPIENTS.

6. Davis Bacon and Related Acts. Capital projects in excess of $2,000 total cost for the construction, completion, rehabilitation or repair of any building or work financed in whole or in part with assistance provided with CDBG funds, are subject to Davis-Bacon/Related Acts, with the exception of housing rehabilitation on property with less than 8 units.

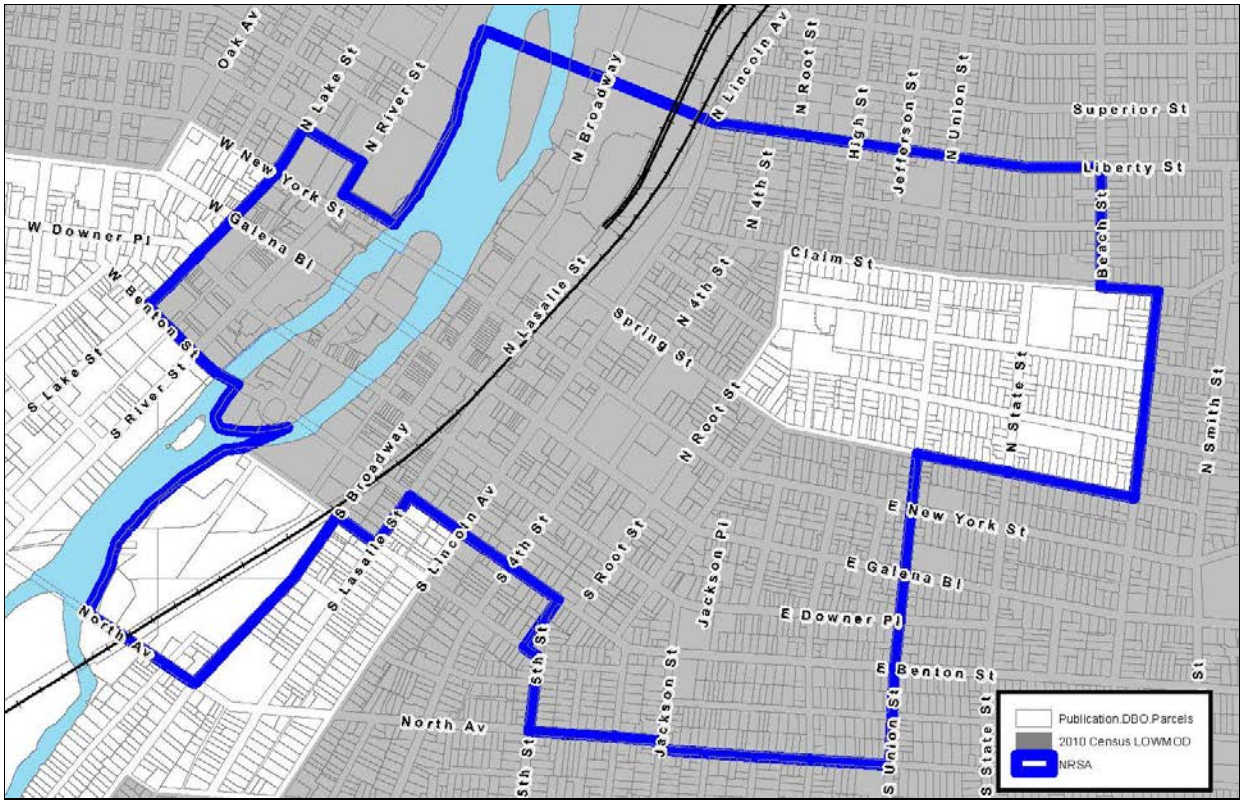
7. Section 3 Economic Opportunities. Housing rehabilitation, housing construction, and public construction projects where CDBG funds in excess of $200,000 will be used, and where contracts in excess of $100,000 will be awarded, are subject to SECTION 3 ECONOMIC OPPORTUNITIES FOR LOW AND VERY-LOW INCOME PERSONS. Please contact the Neighborhood Redevelopment Division for more information about compliance requirements.

8. Notwithstanding the above, when funds are awarded for a project involving Construction, SUBRECIPIENTS must utilize the information contained in the Construction Packet (**APPENDIX III**) to this manual.

SECTION VI - PROGRAMMATIC RESPONSIBILITIES

1. Collecting Data. The SUBRECIPIENT is required to collect and report the following data through submittal of quarterly reports:

   A. Total Number of Clients Served
   B. Total Number of Clients who are Female Heads of Households
   C. Total Number of Clients who are Elderly (62+ years of age)
   D. Total Number of Clients who reside in the Neighborhood Revitalization Strategy Area (NRSA) (map below)



   E. Client Race (*refer to page 13 for guidance*)
   F. Client Ethnicity (*refer to page 13 for guidance*)
   G. Client Income level (based upon current HUD income guidelines - the CITY will provide this information to SUBRECIPIENTS who are responsible for using the most current data)
   H. Housing improvement data, Lead Paint and other information related to housing rehabilitation projects

Presumed Benefit – The following are considered "presumed benefit" - elderly, severely disabled adults, homeless persons, illiterate adults, migrant farm workers, abused children, persons with AIDS or battered spouses.

In the case of PROJECTS where benefitting clients are designated as "presumed benefit," it is not necessary for SUBRECIPIENTS to collect income data. However, the SUBRECEIPIENT client files must contain documentation supporting client eligibility.

Helpful Tip: A sample demographics survey form is provided (English and Spanish) in **APPENDIX I**. Subrecipients may print this form on their own letterhead, or use their own internal process to gather this required information about their beneficiaries.

2. Client records shall be maintained by the SUBRECIPIENT so as to clearly show the names and addresses of clients served, as well as evidence of documented income.

3. Revisions to the SUBRECIPIENT's project, whether budgetary or programmatic, must be requested in writing to the CITY for advance approval.

4. CITY staff is expected to "stand in the shoes of HUD," for the purpose of monitoring SUBRECIPIENT compliance with federal rules and regulations related to the use of CDBG funds. To that end, Neighborhood Redevelopment Division staff will monitor SUBRECIPIENT files by requesting that files be delivered to the NRD office for "desk" review, and/or by scheduling periodic on-site project monitoring visits. SUBRECIPIENTS will be notified by letter of the dates and times of any monitoring visits to be scheduled. A monitoring checklist is provided in **APPENDIX II** to assist in preparation for a monitoring visit.

   During on-site monitoring visits, staff will observe the operation and management of the project. The SUBRECIPIENT should be prepared for inspection of accounting systems, client records, file organization, goal and objectives review, agreement compliance, budget status/review and program performance.

   The details of desk reviews as well as on-site monitoring visits will be documented by CITY staff. Official records will report the names of SUBRECIPIENT staff contacted, the files that were reviewed, discussion of any concerns, and any findings or recommendations.

5. Reporting

   A. Progress Reports

      i. SUBRECIPIENTS are required to submit quarterly Progress Reports on format documents provided by the City, within five (5) days following the end of the each quarter, commencing with the start of the program year, and extending through the end of the agreement period, including any extensions granted. The report should detail quarterly accomplishments compared to the annualized goals set for the

activity or program. Even if no clients are served during any particular quarter and/or no grant funds have been expended, the SUBRECIPIENT is still required to complete and submit the quarterly Progress Report, explaining any issues and/or challenges related to the program. Reports shall:

- Provide UNDUPLICATED totals. Unduplicated refers to the total number of clients newly served in the quarter who actually received assistance under the terms of the grant. Services to clients who were previously reported should not be reported more than once.

- Provide data related to progress toward completion and meeting measured outcomes and program goals and objectives outlined in the SUBRECIPIENT AGREEMENT; and

- Describe successes and challenges for the program

B. Annual Report

i. Each SUBRECIPIENT must submit an Annual Report no later than 15 days after the expiration of the SUBRECIPIENT Agreement.

ii. The Annual Report shall provide a breakdown of program expenditures by funding source/type, as outlined in the report form.

C. Other Required Reporting. Annual reporting is required for acquisition and construction activities in order to ensure that the project continues to meet a National Objective for a period of five years following the activity completion.

SECTION VII - GRANT CLOSE-OUT

1. Programmatic

A. All program records must be retained by the SUBRECIPIENT for a period of five years after the close-out of the SUBRECIPIENT AGREEMENT.

B. Personnel files must be maintained separately from correspondence and other related program files.

2. Financial

A. Unless the SUBRECIPIENT has requested an extension in writing, and the extension has been approved by the CITY, program funds will no longer be available to the SUBRECIPIENT following expiration of the SUBRECIPIENT AGREEMENT.

B. Audit Requirements

i. SUBRECIPIENTS that expend more than $500,000 in federal funds in any fiscal year must submit an Audit to the CITY no later than 120 days after the SUBRECIPIENT'S fiscal year end. The Audit must be consistent with Generally-Accepted-Auditing Standards, meet the requirements of OMB Circular A-133, and be conducted by a certified public accountant. It is the responsibility of the SUBRECIPIENT to schedule and pay for the Audit. Any concerns or findings disclosed by the Audit must be addressed in a letter to the CITY within 30 days of such disclosure.

ii. SUBRECIPIENTS that expend less than $500,000 in federal funds in any fiscal year must submit a year-end Financial Report to the CITY no later than 120 days after the SUBRECIPIENT'S fiscal year end. The Financial Report should include an Income Statement and a Balance Sheet. It is the responsibility of the SUBRECIPIENT to schedule and pay for preparation of the Financial Report.

3. SUBRECIPIENT Performance Review

A. CITY staff may schedule an evaluation meeting with the SUBRECIPIENT'S staff to review program performance and financial records.

B. The details of performance reviews will be documented by CITY staff. Official records will report the names of SUBRECIPIENT staff contacted as well as a discussion of any concerns, findings, or recommendations.

C. SUBRECIPIENT clients may be asked to complete evaluation forms related to SUBRECIPIENT performance and delivery of services.

City of Aurora – CDBG Income and Demographics Survey

AURORA ILLINOIS

Division of Neighborhood Redevelopment • 51 E. Galena Blvd. • Aurora, IL 60505

Agency: _____ Date Survey Completed: _____

1. For your family size, please indicate the amount that most clearly represents your household income (circle one):

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
Up to $16,000	Up to $18,250	Up to $20,550	Up to $24,250	Up to $28,410	Up to $32,570	Up to $36,730	Up to 40,890
Up to $26,600	Up to $30,400	Up to $34,200	Up to $38,000	Up to $41,050	Up to $44,100	Up to $47,150	Up to $50,200
Up to $42,600	Up to $48,650	Up to $54,750	Up to $60,800	Up to $65,700	Up to $70,550	Up to $75,400	Up to $80,300
$42,600+	$48,650+	$54,750+	$60,800+	$65,700+	$70,550+	$75,400+	$80,300+

2015 Income limits; Source: HUD, March 6, 2015

2. What is your family status?

- ☐ Head of Household/Spouse is 62 yrs or older
- ☐ Head of Household/Spouse is disabled
- ☐ None of the above

3. What is your head of household?

- ☐ Female
- ☐ Male

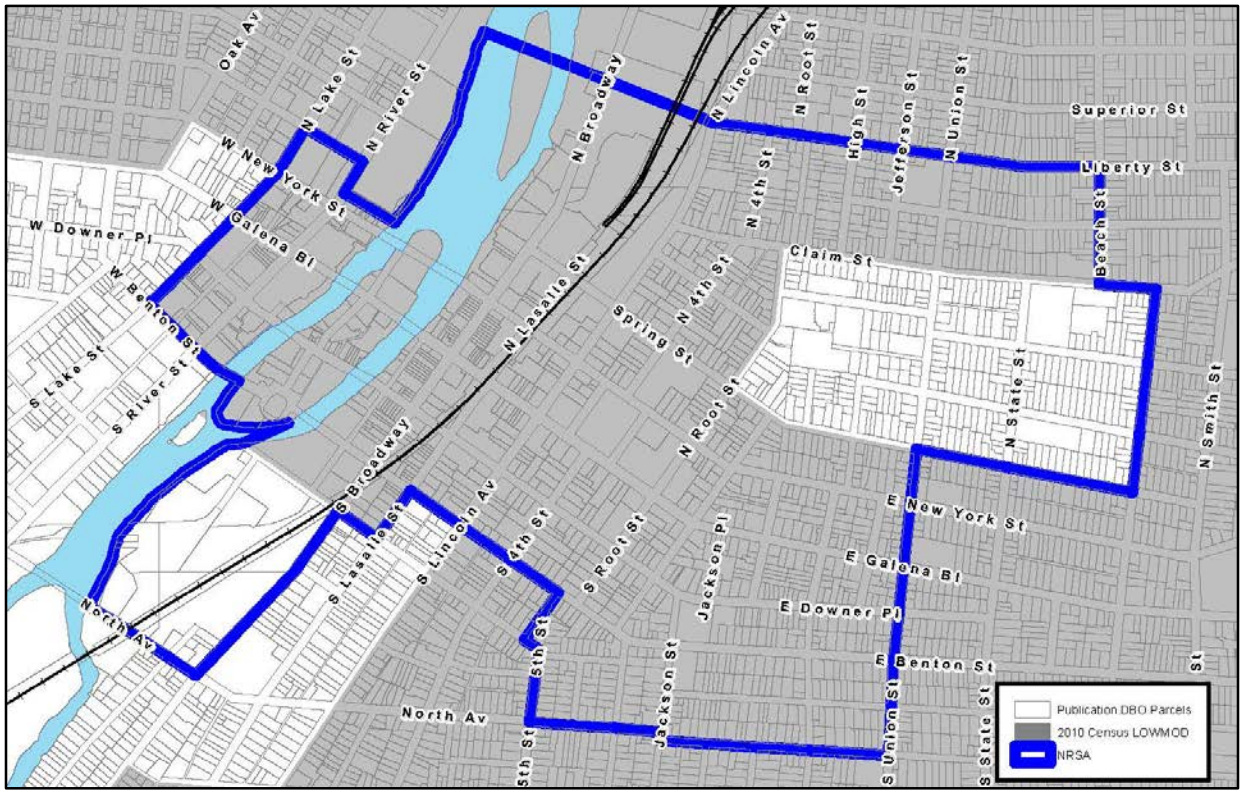
4. What would you consider your Ethnicity?

- ☐ Hispanic or Latino
- ☐ Not Hispanic or Latino

5. What would you consider your Race?

- ☐ White
- ☐ Black/African American
- ☐ Asian
- ☐ American Indian/Alaska Native
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ American Indian/Alaska Native ***AND*** White
- ☐ Asian ***AND*** White
- ☐ Black/African American ***AND*** White
- ☐ American Indian/Alaska Native ***AND*** Black/African American
- ☐ Other Multiple Race Combinations

6. Generally speaking, do you live within the area outlined on the map below? ☐ **Yes** ☐ **No**



APPENDIX I.

Division of Neighborhood Redevelopment • 51 E. Galena Blvd. • Aurora, IL 60505

Agencia: _____ La fecha de encuesta completada: _____

7. Indican el dinero anual gruesa de su familia **(marque uno con un circulo):**

Hogar de 1 personas	Hogar de 2 personas	Hogar de 3 personas	Hogar de 4 personas	Hogar de 5 personas	Hogar de 6 personas	Hogar de 7 personas	Hogar de 8 personas
Hasta $16,000	Hasta $18,250	Hasta $20,550	Hasta $24,250	Hasta $28,410	Hasta $32,570	Hasta $36,730	Hasta 40,890
Hasta $26,600	Hasta $30,400	Hasta $34,200	Hasta $38,000	Hasta $41,050	Hasta $44,100	Hasta $47,150	Hasta $50,200
Hasta $42,600	Hasta $48,650	Hasta $54,750	Hasta $60,800	Hasta $65,700	Hasta $70,550	Hasta $75,400	Hasta $80,300
$42,600+	$48,650+	$54,750+	$60,800+	$65,700+	$70,550+	$75,400+	$80,300+

Límites de ingresos; Source: HUD, March 6, 2015

1. ¿Cuál es su estatus en la familia?

- ☐ Jefe de Familia/Esposa de 62 años o más
- ☐ Jefe de Familia/Esposa incapacitada
- ☐ Ninguno de éstos

2. El Jefe de su Familia es:

- ☐ Mujer
- ☐ Hombre

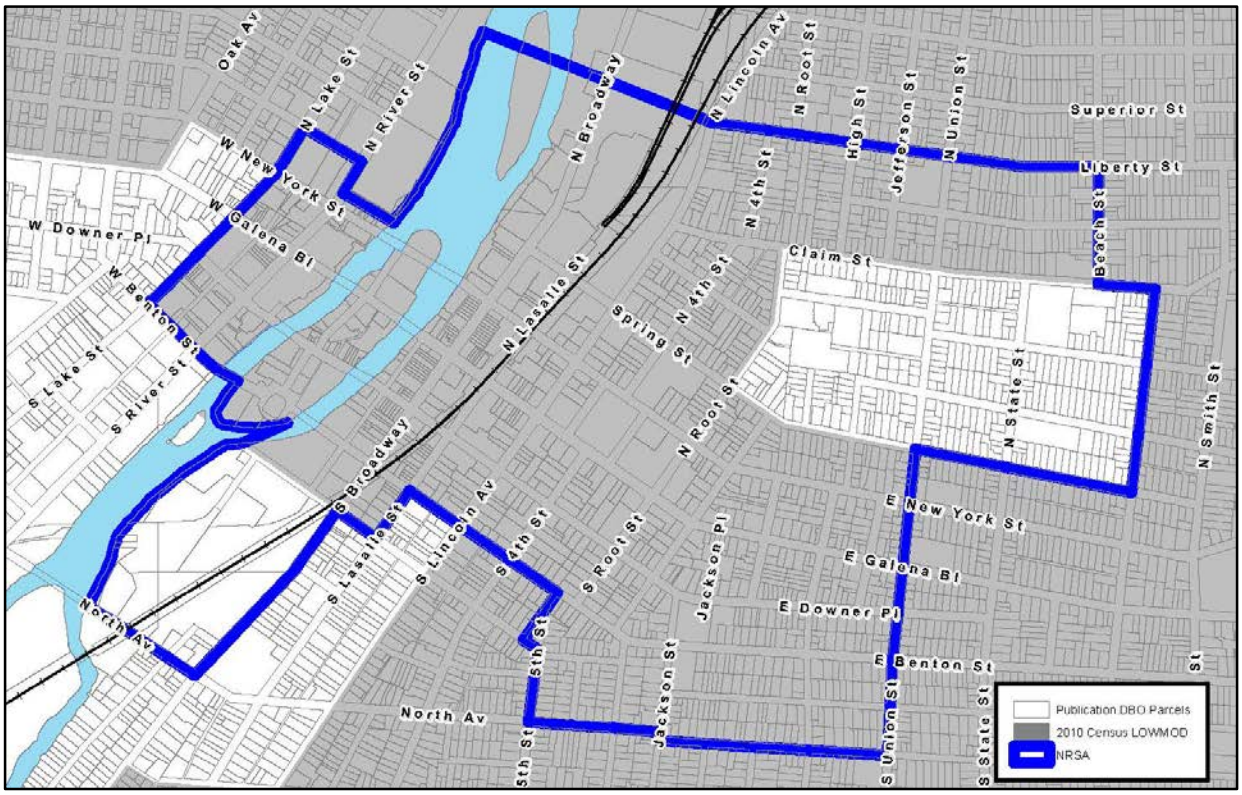
3. ¿Cuál es su raza o etnicidad?

- ☐ Hispano
- ☐ No Hispano

4. ¿Cuál es su raza o etnicidad?

- ☐ Blanco
- ☐ Negro o Africano Americano
- ☐ Asiático
- ☐ Indio Americano/ Nativo de Alaska
- ☐ Nativo de Hawaii u Otra Isla del Pacífico
- ☐ Asiático y Blanco
- ☐ Indio Americano/ Nativo de Alaska y Blanco
- ☐ Negro/ Africano Americano y Blanco
- ☐ Indio Americano/ Nativo de Alaska y Negro/Africano Americano
- ☐ Otra Raza Mixta

5. En general, ¿usted vive en el área marcada en el mapa? ☐ **Sí** ☐ **No**



APPENDIX I.

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Subrecipient Monitoring Checklist

AGENCY NAME: _____
ACTIVITY NAME: _____

NRD Staff Review of City of Aurora CDBG file for complete documentation: initial: _____ date: _____

Date: _____ Desk Review ☐ On-Site Visit ☐

Participants: _____
Monitoring letter sent on: _____
Follow-up monitoring visit conducted/letter sent on: _____

A. <u>National Objective and Eligibility</u>

1. Which National Objective does this project meet (570.208)*?
   Benefit to Low- and Moderate-Income Persons
   ☐ Low/Mod Area Benefit
   ☐ Limited Clientele Benefit
   ☐ Low/Mod Housing Benefit
   ☐ Job Creation or Retention
   Aid in the Prevention or Elimination of Slums or Blight
   ☐ on an Area Basis
   ☐ on an Spot Basis
   An Urgent Need
   ☐ Needs having a Particular Urgency

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

B. <u>Conformance to the Subrecipient Agreement</u>

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

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

3. Time of Performance − Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Agreement)? Explain. _____

4. Budget − Compare actual expenditures versus planned expenditures. Note any discrepancies or possible deviations. _____

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

6. Quarterly Progress Reports − Have progress reports been submitted with payment requests (where required) on time and were they complete and accurate? _____

7. Special Conditions − Does the project conform to any special terms and conditions included in the Subrecipient Agreement? Explain. _____

C. Record-Keeping Systems (570.506)

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

1. Filing System – Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency. _____

2. Documentation (activities, costs and beneficiaries) – Do the subrecipient's project file and subrecipient records have the necessary documentation supporting the National Objective being met, eligibility, and program costs as they relate to 570.506? Do the project files support the data the subrecipient has provided for the CAPER? _____

3. Record Retention − Is there a process for determining which records need to be retained and for how long? _____

4. Site Visit (where applicable) − Is the information revealed by a site visit consistent with the records maintained by the subrecipient and with data previously provided to the grantee? Explain any discrepancies.
    a. Is the project manager located on-site and running the day-to-day operations? Do the staff seem fully informed about program requirements and project expectations? Explain. _____
    b. Is the project accomplishing what it was designed to do? Explain any problems. _____

D. Financial Management Systems [85.20 (local governments) and 84.21−28 (non-profits)]

1. Systems for Internal Control – Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets (85.20(b)(3) and 84.20(b)(3))? _____

2. Components of a Financial Management System – Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Note any discrepancies. _____

3. Accounting – Compare the latest performance report, drawdown requests, bank records, payroll records, receipts/disbursements, etc. Note any discrepancies. _____

4. Eligible, Allocable, and Reasonable Costs – See OMB Circulars A-87, A-122. Pay particular attention to the time distribution records where the subrecipient has employees who work on both CDBG and non-CDBG funded activities. Note any discrepancies. _____

5. IPA Audit Reports/Follow-up – (OMB Circular A-133) Determine if the subrecipient has expended $500,000 or more in federal funds for the subject program year.
   a. IPA Audit Required Yes☐ No☐ N/A☐
   b. Date Conducted: _____
   c. Any findings related to CDBG activity? Status? Explain. _____

6. Maintenance of Source Documentation – (85.20(b) and 84.20(b)) Note any discrepancies in sample records, invoices, vouchers and time records traced through the system. _____

   Budget Control – Do actual expenditures match the line item budget? Refer to 85.20(b)(4) and 84.20. Note any discrepancies. _____

E. Procurement

1. Procurement Procedures – Do the procedures the subrecipient uses for procurement of goods and services meet CDBG requirements? Review a sample number of procurements. _____

2. Conflict of Interest – How does the subrecipient assure there was no conflict of interest, real or apparent? Review the process and comment. _____

F. Equipment and Real Property

1. Has the subrecipient acquired or improved any property it owns in whole or in part with CDBG funds in excess of $25,000? If yes, review for compliance with 570.503(b)(7). _____

2. Has the subrecipient purchased equipment with CDBG funds in excess of $1,000? Does the subrecipient maintain the records required at 84.34? _____

3. Has a physical inventory taken place and the results reconciled with property records within the last two years? _____

4. If the subrecipient disposed of equipment/property that was purchased with federal funds within the last five years:
   a. Were proceeds from the sale reported as program income? _____
   b. Did the grantee approve expenditure of program income? _____
   c. Was the program income returned to the grantee? _____

G. Non-Discrimination and Actions to Further Fair Housing

1. Equal Employment Opportunity – Refer to 570.506, 601 and 602. Note any deficiencies. _____

2. Section 3 (if applicable) – Opportunities for Training and Employment for Local Residents – Refer to 570.506(g)(5) and 570.607(a) (affirmative action). Note any deficiencies. _____

3. Fair Housing Compliance – Refer to 570.904 and 570.601(b). Note any deficiencies. _____

4. Requirements for Disabled Persons – Refer to 8.6. Note any concerns. _____

5. Women and Minority Business Enterprises – Refer to 570.506(g), 85.36(e), and 84.44, affirmative steps documentation, and City policy. Note any concerns. _____

H. Conclusion and Follow-up

1. Is the subrecipient meeting the terms of the Subrecipient Agreement and HUD regulations? Discuss both positive conclusions and any weaknesses identified. _____

2. Identify any follow-up measures to be taken by the grantee and/or the subrecipient as a result of this monitoring review.
   a. List the required schedule for implementing corrective actions or making improvements. _____
   b. List the schedule for any needed technical assistance or training and identify who will provide the training. _____

_____

Project Monitor (NRD Staff) Date

APPENDIX III

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Pre-Construction Conference Record

Minority and Women's Business Enterprise (MBE/WBE) Information Form

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Non-Housing Construction Checklist (PY 2016)
This checklist applies to all Non-Housing CDBG-funded construction

AGENCY NAME: _____
ACTIVITY NAME: _____

Complete	N/A	
		1. PRIOR TO BIDDING, AGENCY HAS:
		Received fully executed copy of Subrecipient Agreement/Contract (from NRD Staff)
		Developed clear and accurate bid specifications (*If architects, engineers or other services are required in order to prepare the specifications for your project, you must procure those services as well, regardless of whether they will be paid for by CDBG funds)*
		Specifications include appropriate method to address Lead Based Paint hazards in accordance with HUD regulations, as applicable
		Received Federal Wage Determination (from NRD staff)
		Received determination from NRD staff whether project is covered under "Section 3"
		2. PREPARE BID PACKET:
		Bid specifications for the construction activity
		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."*
		Specifying only "brand name" product instead of allowing "an equal" product is not allowed.
		The language in the contract concerning Change Orders shall be such that cost plus will not be acceptable. The contractor will not be allowed a pre-established percentage rate for overhead and profit with any change order. Lump sum Change Orders will be acceptable. All Change Orders will need to be approved by the City
		Bonding Requirements (applicable for construction contracts exceeding $100,000):
		A Bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
		A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.
		A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.
		NOTE: Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner before construction begins on the project.
		Bidder's Certification form, documenting compliance with CDBG rules and regulations
		CDBG Contract Language
		Federal Labor Standards Provisions
		Federal Wage Determination
		The location and date/time of the public bid opening
		3. PUBLIC BIDDING/ADVERTISING:
		Bid Notice published in newspaper at least 15 days prior to Bid Opening. Provide copy of publisher's affidavit to the City.

		Agency must make efforts to solicit participation by small, minority, women and/or disabled owned businesses (provide documentation that Bid Notice has been sent to firms on City's list and/or other efforts taken to solicit participation)
		If Section 3 contract, must make attempt to solicit Section 3 Business Concerns
		Maintain list of all contractors that pick up a bid packet, and provide a copy of list to the City.
		At least three bids should be received for the project
		Bids must remain sealed until the date/time indicated in the bid notice. Bids must be opened in a public meeting and read aloud. Record results of bid opening, and provide copy to City
		The City will review www.SAM.gov to verify that contractors are not debarred
		Review to ensure contractor is licensed with the City in order to obtain any required permit
		Selection of lowest responsible bidder, unless written justification is provided
		4. AWARD CONTRACT
		Document contract award with dated letter or other award documentation/action
		5. PREPARE CONTRACT, 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 NRD Staff."*
		CDBG Contract Language
		Federal Labor Standards Provisions
		Federal Wage Determination
		Provide copy of contract to City
		6. PREPARE TO BEGIN CONSTRUCTION:
		Subrecipient staff and General Contractors have attended *mandatory* Pre-Construction Conference with NRD staff to review rules, regulations, and compliance
		Subrecipient must collect Minority and Women's Business Enterprise (MBE/WBE) Information Form for all contractors and subcontractors and provide copies to City
		Subrecipient issue a notice to proceed to document start date
		7. CONSTRUCTION
		If project is a Section 3 covered project, Contractor to submit list of employees within 7 days of contract
		Ensure that labor standards are being followed
		"Employee Rights under the Davis Bacon Act" and Wage Determination posted at job site
		Certified Payroll Reports Collected Weekly by Subrecipient from Contractor, copy submitted to City
		Employee Interviews conducted by City
		If project is Section 3 covered project, City will periodically request that Contractor submit updated list of employees identifying new hires since contract execution
		If there are any Change Orders to the Contract, provide copies to the City
		If any changes are made to the Contractors or subcontractors to the project, Subrecipient must collect updated Minority and Women's Business Enterprise (MBE/WBE) Information Forms and submit to City
		8. PAYMENT/REIMBURSEMENT
		Provide copy(ies) of contractor invoice/sworn statement, and Final Waivers of lien to City
		Provide verification of successful final inspections/certificate of occupancy
		Provide photos of completed work/project

Notes/Other requirements: _____

_____

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Housing Construction Checklist

This checklist applies to all CDBG-funded construction in housing containing 8 units or less (<$5,000)

AGENCY NAME: _____

ACTIVITY NAME: _____

Complete	N/A	
		1. PRIOR TO COMMENCING PROGRAM, AGENCY HAS:
		Received fully executed copy of Subrecipient Agreement/Contract (from NRD Staff)
		Made efforts to solicit participation by small, minority, women and/or disabled owned businesses for the program (provide documentation of efforts to solicit participation in the program)
		2. FOR EACH ELIGIBLE UNIT:
		Confirm that the project address is within Aurora city-limits
		Agency submits Section 106 Request form, Floodplain Clearance form and photos of property to the City (ecarrizales@aurora-il.org)
		Agency develops clear and accurate bid specifications (*If architects, engineers or other services are required in order to prepare the specifications for your project, you must procure those services as well, regardless of whether they will be paid for by CDBG funds)*
		Specs should include appropriate method to address Lead Based Paint hazards in accordance with HUD regulations (i.e. Certification for EPA Renovation, Repair and Painting Program)
		Note: Specifying only "brand name" product instead of allowing "an equal" product is not allowed
		3. BIDDING/ADVERTISING:
		Agency must receive "Environmental Review Completion/Notice to Proceed" before seeking bids
		Agency must maintain list of all contractors that have been requested to bid on the project
		At least three bids/quotes should be received for the project
		4. AWARD CONTRACT
		Agency will review www.SAM.gov to verify that contractors are not debarred
		Review to ensure contractor is licensed with the City in order to obtain any required permit
		Selection of lowest responsible bidder, unless written justification is provided
		Document contract award with dated letter or other award documentation/action
		5. PREPARE TO BEGIN CONSTRUCTION:
		Subrecipient must collect Minority and Women's Business Enterprise (MBE/WBE) Information Form for all contractors and subcontractors
		Ensure that building permit or other City approvals *(i.e. Historic District Certificate of Appropriateness)* are obtained prior to starting work
		6. CONSTRUCTION
		Any Change Orders to the Contract must be documented and approved by Agency
		If any changes made to the Contractors or subcontractors to the project, Subrecipient must collect updated Minority and Women's Business Enterprise (MBE/WBE) Information Forms
		7. PAYMENT/REIMBURSEMENT

		Contractor invoice/sworn statement, and Final Waivers of lien
		Verification of successful final inspections/certificate of occupancy
		Photos of completed work/project

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Contract Provisions

1. Compliance with Executive Order 11246 - During the performance of this Contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscriminating clause.

    b. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.

    c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

    d. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

    e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.

    f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his book, records, time cards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

    g. In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible

for further grantee contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Audit, Inspection, and Retention of Records - The Contractor shall permit the Owner, the City of Aurora, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect and audit any books, documents, papers, and records of the Contractor which are directly pertinent to the Contractor's performance under this Contract until the expiration of three (3) years after the Owner makes final payment under this Contract and all other pending matters are closed. Failure of the Contractor to produce or have available these records may result in debarment.

3. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Violation or Breach of Contract - If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Contract, the party having provided such notice may terminate this Contract.

5. Termination for Default or Convenience

a. The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.

b. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Owner may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on

the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.

c. In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Owner, after establishing a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

6. Subcontracts

a. The Contractor shall not subcontract any work to be performed under this Contract to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

b. The provisions enumerated herein (including Exhibits) shall be applied to and physically be made a part of any and all subcontracts entered into by the Contractor for the performance of any part of the work of this Contract. The Contractor shall notify the Owner and the City of Aurora Neighborhood Redevelopment Division in writing prior to executing such subcontracts so that a pre-construction conference may be scheduled with the subcontractor and Owner to review applicable contract provisions.

7. Section 3 Clause (Applicable if Contract amount exceeds $100,000)

a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to

compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. Environmental Protection (Applicable if Contract amount exceeds $100,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

CITY OF AURORA
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 Aurora 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.

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Summary of Bids - Bid Results

AGENCY NAME: _____
ACTIVITY NAME: _____

Bid Advertising Date: _____

Bid Opening Date: _____

Bidders (3 minimum)	Total Amount	Bid Bond (if app.)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

INSTRUCTIONS:

Subrecipient may use this form as a record of the results of the Bid Opening – or use an Agency format document to record the results of the bid opening.

Please note: *Construction may not begin until a preconstruction conference has been held, including NRD staff.*

CITY OF AURORA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Pre-Construction Conference Record

AGENCY NAME: _____
ACTIVITY NAME: _____

This is to certify that the representatives of the General Contractor and Subrecipient Agency, below, have attended a Preconstruction Conference and understand the Davis/Bacon Wage Requirements and the labor standards clauses pertaining to the subject project.

_____
Subrecipient Agency

_____
Agency Representative (Print)
by

_____
(Signature)

_____
(Title)

_____
(Date)

_____
General Contractor

_____
General Contractor Representative (Print)
by

_____
(Signature)

_____
(Title)

_____
(Date)

_____
City of Aurora Contractor License Number

_____
NRD Staff signature

INSTRUCTIONS:

This form is to be completed and executed by Subrecipient Agency and General Contractor to the project.

- *Originals must be maintained in the Subrecipient File; Copy to City*

NEIGHBORHOOD REDEVELOPMENT DIVISION
MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) INFORMATION FORM

NOTE: This form must be completed by all vendors involved in Construction Projects funded with federal dollars (i.e. general contractors, subcontractors and those providing professional services)

BUSINESS INFORMATION

Business name: _____
Business address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Description of Business: _____

Check below the category which applies to this Business:

□ (A) Professional Services □ (B) General Contractor □ (C) Sub-Contractor □ (D) Other (please describe)

BUSINESS OWNERSHIP INFORMATION

Owner's name: _____ % Ownership: _____
Owner's name: _____ % Ownership: _____
Owner's name: _____ % Ownership: _____
Owner's address: _____
City, State, Zip: _____
Taxpayer's EIN*: _____ **If the Owner uses his/her Social Security Number as EIN, also complete* ***City of Aurora Request for/use of Social Security Number Request Form***

Check all that apply to Owner:

□ Minority-owned □ Woman-owned □ Neither

****Definition of a minority or women- owned business:*** *A minority or woman-owned business is one that is 51% or more owned, operated and controlled on a daily basis by a minority or female.*

Check the one box that best describes Owner:

□ #1=White Americans □ #2=Black Americans □ #3=Native Americans
□ #4=Hispanic Americans □ #5=Asian Pacific Americans □ #6=Hasidic Jews
□ #7=Alaskan Native

PROJECT INFORMATION

Project Name: _____
Amount of Contract: $ _____
Scope of Work: _____

Form Completed by:

Print Name: _____ Title: _____
Signature: _____ Date: _____

CITY OF AURORA
REQUEST FOR/USE OF SOCIAL SECURITY NUMBER
[Statement of Purpose(s)]

Why do we collect your Social Security Number?

The Illinois Identity Protection Act, 5 ILCS 179/1 *et seq*., requires local governments to implement an Identity Protection Policy that includes a statement of the purpose for requesting and using an individual's Social Security Number (SSN).

What is the purpose of this request for your Social Security Number?

You are being asked for your SSN for one or more of the following reasons:

[Identify specific purpose(s) appropriate for the City of Aurora]

_____ Court order or subpoena;
_____ Law enforcement investigation;
_____ Debt collection;
_____ Internal verification;
_____ Administrative purposes; and/or
XX **Other: Reporting purposes**

What do we do with your Social Security Number?

We will only use your SSN for the purpose for which it was collected. We will **not**:

- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

Name: (print) _____
Signature: _____
Date: _____

Questions, concerns or complaints may be directed to:
City of Aurora, Neighborhood Redevelopment Division, 51 E. Galena Blvd, Aurora, Illinois 60505
(630) 256-3320