

**EXHIBIT B**  
**STATEMENT OF WORK**

**1. GENERAL**

**1.1. Project Description.** The Grantee is being provided with funds (the “Grant Funds”) to assist with [eligible use] of [Project name] (the “Project”) in [Location]. The Project shall include [number, type, and affordability of lots – e.g., 20 lots with affordability ranges of 30%, 50%, and 60% Area Median Income (“AMI”).]. [Additional description from project description, as provided in handoff. Include details about lot mix,]. The Project is also being supported by [insert other state and local source, if any].

**1.2. Service Area.** Performance of services for this Agreement shall occur in [insert county or other area].

**1.3. Grantee’s Obligations.**

**1.3.1.** Grantee shall complete the Project or cause the Project to be completed, administer this Agreement, and provide required documentation to the State as specified herein.

**1.3.2.** Grantee shall enter into a written agreement(s), the content of which meets DOLA’s requirements, with the following individuals or entities prior to disbursing any funds:

**1.3.2.1.** All Subcontractors engaged by Grantee to aid in the performance of the Work.

**1.3.2.2.** Individuals who receive direct benefits under this Agreement (i.e. program Beneficiaries).

**1.3.3.** Grantee’s rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**1.4. Time of Performance.** Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C**, **§2D**, or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

**2. DEFINITIONS.**

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

**2.1. Affordability Period.** “Affordability Period” shall have the meaning described at **§8.1.7**.

- 2.2. **Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.3. **HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.4. **HDG-Assisted Lots.** “HDG-Assisted Lots” shall mean lots specifically designated as HDG-Assisted in the Project, as further described in §8 of this **Exhibit B**, which shall comply with all applicable State requirements.
- 2.5. **Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.6. **Pre-Agreement Costs.** “Pre-Agreement Costs” are costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement Costs are allowed only to the extent such costs are specifically identified in §5.2.4 of this **Exhibit B**.
- 2.7. **Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.8. **Subject Property.** “Subject Property” means both real property that Grant Funds are used to improve or acquire, and real property on which structures are constructed, rehabilitated, cleared or demolished using Grant Funds. Subject Property does not include mobile homes or personal property owned by occupants.
- 2.9. **Substantial Completion.** “Substantial Completion” means an alternative completion document in such form and substance as DOLA reasonably determines to be acceptable to meet the Agreement purposes and requirements.
- 2.10. **Work.** See §3II of the main Grant Agreement.

**3. DELIVERABLES.**

- 3.1. **Outcome.** Project Completion in accordance with C.R.S. 24-32-721, the Grantee’s grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.
- 3.2. **Performance Measures.** Grantee shall comply with the following Milestones and Target Dates:

<b>Milestone/Grantee shall:</b>	<b>Target Date:</b>
Close on Property	00/00/2000
Begin rehabilitation	00/00/2000
Complete 100% construction and obtain temporary or permanent certificate of occupancy	00/00/2000
Submit Substantial Completion documentation	00/00/2000
Submit Quarterly Financial Status Report	Per §7.4.1
Submit Quarterly Performance Report	Per §7.4.2
Submit Project Completion Report	Per §7.4.3

**4. KEY PERSONNEL.**

**4.1. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Name and title of Responsible Administrator  
Street Address  
City, CO 80000  
Email:

**4.2. Other Key Personnel.** [Insert Name, Title and email address or “None.”]

**4.3. DOH Asset Manager.** [Insert Name and email address.]

**4.4. Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

**5. FUNDING.**

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in §5.2.1 as “Grant Funds (DOLA)”. The Grant Funds shall be used for activities shown in table in §5.2.3.

**5.1. Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources listed below, other than the Grant Funds and Matching Funds (if any), are good faith estimates.

**5.2. Project Budget.**

**5.2.1. Sources.**

Source	Amount
Grant Funds (DOLA)	\$0,000
Loan Funds (DOLA)	\$0,000
Matching Funds [insert source]	\$0,000
City/County of [name]	\$0,000
Deferred Developer fee	\$0,000
<b>Total Sources</b>	<b>\$00,000</b>

**5.2.2. Uses.**

Use	Amount
	\$000,000
	\$000,000
	\$000,000
<b>Total Uses</b>	<b>\$000,000</b>

**5.2.3. Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1).

Eligible Use	Amount
	\$000,000
	\$000,000
	\$000,000
<b>Total</b>	<b>\$000,000</b>

**5.2.4. Pre-Agreement Costs.** Grant Funds may be used to pay only those Pre-Agreement Costs listed in the table below.

Eligible Use	Amount
	\$0
<b>Total</b>	<b>\$0</b>

**5.3. Matching Funds.** Grantee shall provide the funds, if any, identified as “Matching Funds” in §5.2.1, above.

**5.4. Project Budget Line Item Adjustments.**

**5.4.1.** If the table in §5.2.3 lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (e.g. development fees, overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

**5.4.2.** Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to §18K of the Grant Agreement.

**6. PAYMENT.**

Payments to Grantee shall be made in accordance with the provisions of §5 of the Grant Agreement, and this §6 of **Exhibit B**.

**6.1. Payment Schedule.** Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20<sup>th</sup> of each month. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in **§4.3**. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

<b>Payment</b>	<b>Amount</b>	<b>Timing</b>
Interim Payment(s)	90-95% of total award	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	5-10% of total award	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
<b>Total</b>	100%	n/a

**6.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

Grantee Name  
Address  
City, CO 80000

**6.3. Interest.** If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

**6.4. Withholding of Payments.** In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of:

**6.4.1.** Proof that **Exhibit F** (the Use Covenant and Regulatory Agreement) has been properly recorded.

**6.4.2.** Any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B**.

**7. ADMINISTRATIVE REQUIREMENTS – STATE.**

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit B**.

**7.1. Accounting.** Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

**7.2. Audit Report.** If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with

DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs  
Accounting & Financial Services  
1313 Sherman Street, Room 323  
Denver, CO 80203, or  
email to: [dola.audit@state.co.us](mailto:dola.audit@state.co.us), and  
[\[Asset.Manager\]@state.co.us](mailto:[Asset.Manager]@state.co.us)

- 7.3. Cost Certification.** [Reserved].
- 7.4. Reporting.** In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in §6 of this **Exhibit B**.
- 7.4.1. Financial Status Report.** Within twenty (20) calendar days of the end of each quarter.
- 7.4.2. Performance Report.** Within twenty (20) calendar days of the end of each quarter.
- 7.4.3. Project Completion Report.** Within thirty (30) calendar days of Substantial Completion of the Project, the Grantee shall submit the HDG Project Completion Report including all attachments, and the final Financial Status Report. If Grantee does not utilize all of the Grant Funds, then Grantee shall provide DOLA with a deobligation letter with the final completion report.
- 7.5. Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.
- 7.6. Bonds.** If the Work involves new construction, rehabilitation, site or facility improvements, Grantee, Subgrantee or the Subcontractor(s) performing such Work shall secure the bonds listed below from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and authorized to do business in Colorado.
- 7.6.1. Bid Bond.** A bid guarantee from each bidder of Work equivalent to five percent (5%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. The foregoing notwithstanding, no bid guarantee shall be required if the General Construction Contract is in place and executed as of the Effective Date of the Agreement.
- 7.6.2. Performance Bond.** A performance bond on the part of the Grantee, Subgrantee or their Subcontractor for one-hundred percent (100%) of the awarded contract price. A “performance bond” is one executed in connection

with a contract to secure fulfillment of all the Grantee, Subgrantee or their Subcontractor's obligations under such contract.

**7.6.3. Payment Bond.** A payment bond on the part of the Grantee, Subgrantee or their Subcontractor for one-hundred percent (100%) of the awarded contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**7.6.4. Substitution.** Grantee may request and DOLA may approve, at its sole discretion, a waiver to allow another form of surety in lieu of the bonding requirements in this §7.6. Such surety shall be in the form of an Irrevocable Letter of Credit (LOC) or cash collateral, in form and substance acceptable, and payable, to the State. The amount of the surety shall be no less than the total amount of the Grant Funds.

## **8. PROJECT REQUIREMENTS.**

### **8.1. Affordability Requirements**

**8.1.1. HDG-Assisted Lots.** Grantee shall designate [insert number (#)] lot(s) at the Project as HDG-Assisted Lots. The lots designated as HDG-Assisted shall be of the type(s) set forth in the table in §8.1.3.

**8.1.2. Floating Lots.** The HDG-Assisted Lots shall be floating lots over the Affordability Period, meaning that the lots at the project designated by the Grantee as HDG-Assisted may change from time-to-time. Grantee shall ensure that the HDG-Assisted Lots are, at all times, comparable in terms of square footage and amenities to those lots originally designated as HDG-Assisted. Whenever the income of a household occupying an HDG-Assisted Lot increases beyond the applicable income limit during the term of the tenancy Grantee shall re-designate the next available lot at the property as an HDG-Assisted Lot. Grantee shall keep records of all re-designation actions including, without limitation, the effective date of each such action, and make such records available to DOH upon request.

**8.1.3. Eligible Beneficiaries.** The HDG-Assisted Lots shall be affordable to and occupied by Eligible Beneficiaries. “Eligible Beneficiaries” means households whose annual income (as defined at 24 CFR 5.609) is less than or equal to the applicable income limit in effect at the time each such household initially occupies their lot and whom are occupying their lot as their primary residence. The income limits in effect for this Project as of the Effective Date of this Agreement are set forth in **Exhibit D**. Income limits are defined by the United States Department of Housing and Urban Development (HUD), and are published annually on the website of the Colorado Housing and Finance Authority (CHFA), or if no longer published by CHFA, an equivalent index shall be designated by DOLA.

<b>Lot Type</b>	<b>Number</b>	<b>Income Limit</b>
<b>HDG-Assisted</b>	0	≤ 30% of AMI
<b>Other Affordable</b>	0	≤ 30% of AMI
<b>Other Affordable</b>	0	≤ 40% of AMI
<b>Other Affordable</b>	0	≤ 50% of AMI
<b>Other Affordable</b>	0	≤ 60% of AMI
<b>Unrestricted</b>	0	n/a
<b>Total Lots</b>	<b>0</b>	n/a

**8.1.4. Income Eligibility Determinations.** Grantee shall determine that the annual income (as defined at 24 CFR 5.609) of each household occupying an HDG-Assisted Lot is eligible by collecting and maintaining self-certification documentation from such household in such form and substance as DOLA reasonably determines to be acceptable to meet the Agreement purposes and requirements.

**8.1.5. Affordability Period.** Grantee shall ensure that the HDG-Assisted Lots are used to provide housing for Project-Eligible Beneficiaries for [insert # of years] years following the Project Close-Out Date. At the end of this Affordability Period, no State restrictions shall remain in effect.

**8.1.6. Use Covenant and Regulatory Agreement.** In order to ensure that all affordability requirements associated with the this Agreement and the HDG program are met for the full Affordability Period regardless of any change in ownership of the subject property, Grantee shall execute and record or cause to be executed and recorded **Exhibit F** to this Agreement (the Use Covenant and Regulatory Agreement). Receipt by DOLA of proof of recording of **Exhibit F** in the appropriate county shall be condition precedent to the disbursement of any Grant Funds by DOLA.

**8.1.6.1. Noncompliance.** If the Project is not used to house Eligible Beneficiaries throughout the Affordability Period, Grantee or its successors and assignees, heirs, grantees, or lessees, shall repay the full amount of the Grant Funds to the State, within sixty days of the State’s request.

- 9. PROPERTY STANDARDS.** The Property shall meet all applicable codes and ordinances as of the Project Close-Out Date. The Property shall also meet the requirements below:
- 9.1. Accessibility.** The common areas and infrastructure shall meet the accessibility requirements of Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR Parts 35 and 36, as applicable.
- 9.1.1. Disaster mitigation.** The common areas, infrastructure and HDG-Assisted Lots shall be constructed to mitigate the impact of potential disasters (e.g., earthquakes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as DOLA may establish.
- 9.2. Rehabilitation.** The primary purpose of the Grant Funds in rehabilitation is to address health, safety, energy conservation, and structural deficiencies. Upon Substantial Completion, the Property shall at a minimum meet the requirements in the Mobile Home Park Act (38-12-212.3, C.R.S.).
- 9.3. Acquisition.** A Property that is acquired with Grant Funds shall at a minimum meet the requirements in the Mobile Home Park Act 38-12-212.3, C.R.S.
- 9.4. Ongoing property condition standards:** The Grantee shall comply with the property standards set forth in the Regulatory Agreement, (**Exhibit F**).

## **10. ADMINISTRATIVE REQUIREMENTS – FEDERAL**

- 10.1. Civil Rights.** Regardless of Project type, Grantee shall comply with civil rights statutes and regulations, including Title VIII of the Civil Rights Act of 1968 (“Fair Housing Act”), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, and the Age Discrimination Act of 1975. Additional reference information is provided in **Exhibit A**. Laws specifically relevant to this Agreement include, without limitation, the following:
- 10.1.1. Fair Housing Act, as amended.** The Fair Housing Act prohibits discrimination in housing-related transactions based on race, color, national origin, religion, sex, familial status, and disability.
- 10.1.2. Section 504, as amended.** Section 504, as amended, provides that no qualified individual with a disability may, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 10.1.2.1. Section 504 Self Evaluation.** Grantee has submitted or shall submit a Section 504 Self Evaluation and shall revise all policies and procedures identified, which may result in prohibited exclusion or discrimination of disabled persons, to comply with Section 504. Additionally, Grantee shall evaluate reasonable accommodation requests and comply with Section 504 requirements to make such

reasonable accommodations that provide disabled individuals equal opportunities to benefit from the Project.

**END OF EXHIBIT B**