**HUD Green and Resilient Retrofit Program (GRRP)**

**Consolidated Owner Certifications**

Leading Edge Award

**Instructions:** Certifications without a checkbox apply to all GRRP transactions. You must review the certifications with a checkbox and check if applicable. You may add other certifications if required by HUD for your transaction. This is a sample template and may be adjusted as necessary for your transaction, in consultation with HUD.

**Owner:**

**Project Name:**

**GRRP Award Number:**

**IREMS Number:**

The Owner, to the best of its knowledge and belief, hereby assures and certifies that it will comply with the following. A copy of this fully executed certification must be dated as of Closing and be submitted to HUD with the executed Closing documents.

1. **Eligibility.** There has been no material adverse change to the eligibility of the Owner or the Project since the Owner accepted the Leading Edge Award on **[insert date of execution of Leading Edge Award Commitment Letter]**.
2. **Assistance Contract**. The Project is currently assisted by an assistance contract with HUD under the following program (check applicable program):

* 1. [ ]  Section 8
	2. [ ]  Section 202
	3. [ ]  Section 811
	4. [ ]  Section 236

**3. Post Closing Final Closing Docket Submission:**

1. Parties have appointed **[INDIVIDUAL’S NAME]** of **[ENTITY NAME]** to serve as the primary contact responsible for assembling and submitting the final closing docket following closing. Contact information is: **[PHONE NUMBER]; [EMAIL ADDRESS].**
2. The final closing docket, including final, fully executed versions of all documents submitted to HUD for this transaction, evidence of recording, and copies of all transaction financing, sources and uses, and construction contracts, will be submitted electronically per HUD’s instructions within 30 days of closing.
3. Owner acknowledges that no disbursement of the Leading Edge Award shall occur prior to receipt and HUD approval of the final closing docket.

**4. Resident Meetings & Notifications (required unless property is vacant):** Owner certifies that all applicable notices and meetings with residents have occurred as specified in the GRRP Notice H 2023-05.

**5. Resident Training:** Owner certifies that training materials or programs have been or will be created to educate residents regarding the proper use of any in-unit technologies installed as part of the Scope of Work. Such materials and programs will either be written and included with the lease or other move-in

materials and/or conducted in person.

**6. Expectation of Continued Tenancy and Relocation Requirements:** To the extent that Owners must relocate any assisted residents to accommodate the Scope of Work, Owner certifies that it will do so in compliance with the requirements of Section 8.4 of the GRRP Notice. Further, as stated in Section 10.2 of the GRRP Notice, for any relocation activities, Owner certifies it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). Any resident relocation as a direct result of acquisition, demolition, or rehabilitation is subject to requirements of URA. Owners certifies it will send proper and timely notices to residents in accordance with the URA regulations and as provided by HUD.

**7. Submission of GRRP Completion Certification:** As described in Section 4.6 of the GRRP Notice, a GRRP Completion Certification must be submitted to HUD within 45 days of completion of construction at the project, which is anticipated to be complete no later than **[DATE**]. The Owner certifies that the GRRP Completion Certification will be submitted to HUD within 45 days of completion of construction at the project. Following approval of the Completion Certification, HUD will disburse the remaining Leading Edge Award funds in accordance with Section 15 below. In no event shall HUD disburse a total amount of Leading Edge Award funds that exceeds the total Leading Edge Eligible Costs.

**8. Completion of Scope of Work:** Pursuant to the terms of the GRRP **[Grant/Surplus Cash Loan]** Agreement (the “Agreement”), the Owner must complete the Scope of Work as described in the Agreement. The Owner hereby certifies that the Scope of Work in Exhibit B of the Agreement has been updated to reflect costs based on final bids and that the sources of funds are sufficient to pay for the Scope of Work as defined in the Agreement and to achieve the Leading Edge Qualifying Certification. The Owner acknowledges that, notwithstanding the adequacy of the sources of funds, failure to complete the Scope of Work may be treated by HUD as a breach of Agreement.

**9. Compliance with Section 3 of the Housing and Urban Development Act of 1968 (“Section 3”):** Owner is required to maintain documentation to demonstrate compliance with the regulations and shall report Section 3 compliance through the GRRP Completion Certification as described in Section 10.6 of the GRRP Notice.

**10. Disaster Preparedness Plan:** Owner certifies it has developed and adopted a Property-wide disaster preparedness plan in compliance with the requirements of Section 9.1 of the GRRP Notice.

**11. GRRP Signage.** Owner certifies that there will be signage at the Property during any period of construction that identifies that the Property received assistance from the U.S. Department of Housing and Urban Development under the Inflation Reduction Act of 2022. Such signage shall be prominently displayed and visible to the public while any GRRP funded work is being conducted.

**12. Build America, Buy America Act (BABA) Compliance:** Owner certifies to the following BABA determination regarding the subject GRRP Award (select one):

[ ]  The Owner is exempt from complying with BABA because the GRRP Award was issued prior to February 22, 2024.

[ ]  The Owner is exempt from complying with BABA because it is not a Non-Federal Entity

[ ]  The Owner is exempt from complying with BABA because a waiver was approved by HUD.

[ ]  The Owner must comply with BABA.

**13.** Owner possesses all necessary governmental certificates, permits, licenses, qualifications and approvals to own and operate the Property and to carry out all of the transactions required by the GRRP **[Grant/Surplus Cash Loan]** Documents and to comply with applicable federal statutes and regulations of HUD in effect on the date of the Leading Edge Award Commitment Letter.

**14. SAM.GOV Registration and Annual Renewal of Unique Entity ID (UEI):** Owner certifies that the UEI is a property-level UEI and that the sam.gov registration is currently active and acknowledges responsibility for renewing and revalidating their sam.gov UEI registration annually. Owner acknowledges that HUD is unable to disburse GRRP award funds to an entity with an inactive registration. If the Owner fails to reinstate their registration as active in a timely manner, the GRRP award could be rescinded.

**15. Draw Requests:** Following HUD’s acceptance of the Final Closing Docket submission following closing, Owner acknowledges that the Leading Edge Award may be disbursed for incurred Leading Edge Eligible Costs at the following milestones:

* Up to 30% of the Leading Edge Award may be funded after receipt and approval by HUD of the final closing docket.
* Up to 50% of the Leading Edge Award may be funded after the Owner achieves 50% construction completion as certified by the Architect.
* Up to 80% of the Leading Edge Award may be funded after the Owner achieves 75% construction completion as certified by the Architect.
* Up to 90% of the Leading Edge Award may be funded after completion of construction at the Property and HUD receipt and approval of the Completion Certification.
* All remaining Leading Edge Award funds may be disbursed upon receipt by HUD of evidence that the Leading Edge Qualifying Certification has been secured or other documentation of completion of the Scope of Work as may be acceptable to HUD. In no event will HUD disburse an amount that would be greater than the total Leading Edge Eligible Costs.

All draw requests must be submitted in a form prescribed by HUD. Draw requests must be signed by the Owner and accompanied by backup documentation acceptable to HUD evidencing the incurred Leading Edge Eligible Costs and other items required by HUD.

**16. Pre-construction benchmarking**: Owner certifies that preconstruction benchmarking has been completed, entered into the U.S. Environmental Protection Agency’s (EPA) Portfolio Manager, and shared with HUD.

**17. Davis-Bacon Wage Rates.** Davis-Bacon prevailing wage requirements are applicable to the GRRP Grant for properties with 12 or more units. As indicated in the Leading Edge Commitment the Owner shall either apply Davis-Bacon prevailing wage requirements to the Scope of Work or submit a project labor agreement executed by the local building trade unions and the General Contractor. If the Owner is utilizing another source of funding that would require compliance with the Davis-Bacon prevailing wage requirements then no Davis-Bacon compliance reporting is required specific to the GRRP Award, however the Owner must comply with all Davis-Bacon reporting requirements as may be required under any other funding source that requires Davis-Bacon prevailing wages.

[ ]  **18. Other HUD Approvals Required for Recapitalization Event:** Owner certifies that all necessary HUD approvals have been received.

[ ]  **19. Other Financing Approvals Required for Recapitalization Event:** Owner certifies that all requirements and approvals required by other funding sources identified in the Final Sources & Uses have been received and acknowledges that the Leading Edge Award may be rescinded if the other sources of financing do not close. Owner agrees to provide all final, fully executed financing documents to HUD as part of the Final Closing Docket submission.

[ ]  **20. (Grants only) eLOCCS:** Owner certifies that they will provide or have provided the required documentation (1199A and voided check or letter from bank with account information such as would be on the voided check). Owner understands that approved payments will be processed in LOCCS by HUD and will be electronically deposited into the Owner’s bank account using the U.S. Department of Treasury’s Automated Clearing Housing (ACH) process.

[ ]  **21. (Surplus Cash Loans only) Pay.gov:** Owner acknowledges that registration via www.pay.gov will be required in the future in order to make requirement payments.

[ ]  **22. GRRP Shared Savings Retainer (if applicable):** Owner acknowledges that HUD relied on utility usage and projections provided to HUD by a qualified third-party professional engineer engaged by the Owner to determine the GRRP Shared Savings Retainer amount for the Property. Owner certifies that the provided energy usage and projections were accurate to the best of the Owner’s knowledge. Should the Owner fail to complete the Scope of Work items necessary to achieve the GRRP Shared Savings Retainer, HUD may revoke the GRRP Shared Savings Retainer.

**Signature Page**

*WARNING: The below signatories hereby certify that the information provided on this form and in any accompanying documentation is true and accurate. The signatories understand that any misrepresentations may be subject to civil and/or criminal penalties including, but not limited to, fine or imprisonment, or both under the provisions of Title 18, United States Code, Sections 1001 and 1010. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.*

 Owner: [Insert appropriate signature block]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_