**SECTION 3 BUSINESS APPLICATION**

**CERTIFICATION OF BUSINESS CONCERNS SEEKING**

**SECTION 3 PREFERENCE IN CONTRACTING**

NAME OF BUSINESS

ADDRESS OF BUSINESS

CONTACT PERSON TITLE

TELEPHONE #: ( ) CELL# ( )

EMAIL

MUST PROVIDE EVIDENCE OF SECTION 3 STATUS PRIOR TO CONTRACT AWARD

**Type of Business Entity:** □Corporation□Partnership

□ Sole Proprietorship □ Joint Venture

**The Proposer certifies that it is a Section 3 Business Concern based on:**

1. Business is owned, at least 51% by Section 3 Residents.

* Provide copy of resident lease, evidence of participation in a public assistance program or other evidence along with signed Certification for Section 3 Resident (Attachment 8)
* Provide business license number

2. At least 30% of their permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.

* Provide List of Full-time Employees (Attachment 7)
* Provide signed Certification for Section 3 Residents (Attachment 8)

3. Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns who meet the requirements of #1 and #2.

Provide signed Section 3 Economic Opportunities Plan (See Sample Attachment 11) along with Section 3 certification letters from subcontractors.

**Evidence of ability to perform successfully under the terms and conditions of the contract:**

□ Bonding Capability $ □ Insurance Coverage $

Owner Signature Date Witness Signature Date

Print Print

**BUSINESS EMPLOYEE LIST**

COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List all full-time employees of the company.

Proof of program participation is required for all participants of Duval County Public Housing (PH) Section 8 (Sec 8) or other federal assistance (FA) Programs.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Employee Name | Address | Date of Hire | FT or PT | Trade | Sec. 3  (yes/no) | PH, S-8,  Or FA |
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Legend: FT = Full Time PT = Part Time Sec. 3 = Section 3 Resident S-8 = Section 8 Resident

PH = Public Housing Resident FA = Federal Assistance Program Participant

TOTAL NUMBER OF EMPLOYEES:

SIGNATURE:

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:

Attach additional sheets where needed.

**SECTION 3 RESIDENT PREFERENCE CLAIM FORM**

**Eligibility for Preference**

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient, contractor, or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , am a legal resident of Duval County

**(NAME)**

and qualify as a Section 3 Resident because I am a public housing resident or I meet the income guidelines as published at the bottom of this form. I have attached the following documentation as evidence of my status.

**(Check One):**

\_\_ Driver’s License or State ID

\_\_ Proof of public housing residency with current address

\_\_ Copy of Evidence of participation

\_\_ Other Evidence in a public assistance program

**Name:**

**Telephone**:

**Address:**

**Company Name:**

**Project Name:**

**Applicant Signature:***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counts by Household or Persons? (H/P)\_\_\_\_

**FY 2019**

**FAMILY INCOME GUIDELINES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Family Size** | **Extremely Low Income**  **(30% of Median)** | **Very Low Income**  **(50% of Median)** | **Low Income**  **(80% of Median)** |
| 1 | $15,450 | $25,750 | $41,200 |
| 2 | $17,650 | $29,400 | $47,050 |
| 3 | $21,330 | $33,100 | $52,950 |
| 4 | $25,750 | $36,750 | $58,800 |
| 5 | $30,170 | $39,700 | $63,550 |
| 6 | $34,590 | $42,650 | $68,250 |
| 7 | $39,010 | $45,600 | $72,950 |
| 8 | $43,430 | $48,550 | $77,650 |

**\*Please circle Family Size to determine eligibility Low Income qualifier of 80-percent of Median Income.**

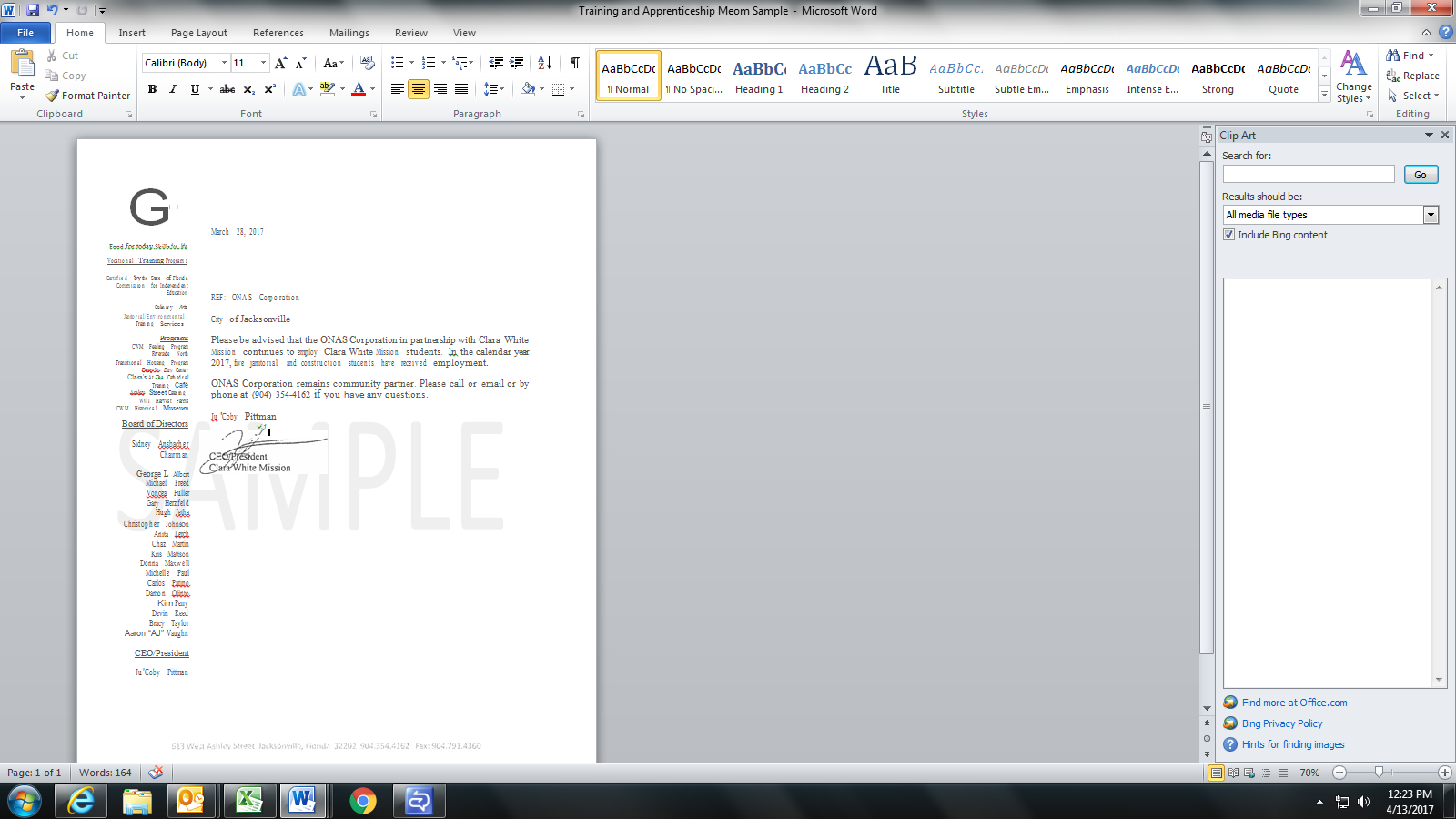
**Training and Apprenticeship Program Referrals**

**Businesses proposing to partner with or hire workers from the following agencies, to fulfill the requirements of the training component of this RFP, may contact the following or other approved apprenticeship or training programs.**

|  |  |
| --- | --- |
| Ready4Work  Linda Joseph, Chief Operating Officer  1830 North Main St., Jacksonville, Florida 32206  [Ljoseph@ready4work.org](mailto:Ljoseph@ready4work.org)  1830 North Main St., Jacksonville, Florida 32206  P:904.425.6001 | F:904.354.4990 | [www.operationnewhope.com](file:///C:/Users/ReWalker/Desktop/www.operationnewhope.com) | **JACKSONVILLE JOB CORPS**  Joann Manning, Business & Community Liaison  4811 Payne Stewart Dr.  Jacksonville, Florida 32209  (904) 632-5410 Office  (904) 742-1180 cell  [Manning.Joann@jobcorps.org](mailto:Manning.Joann@jobcorps.org)  [Foster.zena@jobcorps.org](mailto:Foster.zena@jobcorps.org)  Blog: [www.jobcorpsnews.org/Jacksonville](http://www.jobcorpsnews.org/Jacksonville) |
| **COMMUNITY REHABILITATION CENTER-**  **CRC GREEN INSTITUTE**  Reginald Gaffney, Jr. Pearl Plaza Office 5320 N. Pearl St.  Jacksonville, FL 32208 C: 904.652.6272 V: 904.358.1211 ext. 101 F: 904.355.6485 Alternate F: 904.355.9585 Email: @communityrehabcenter.org | **I.M. SULZBACHER CENTER** *"The Way Home"*  Brian Snow, Chief Program Officer  5455 Springfield Blvd.  Jacksonville, Florida 32208  904-394-1358  [briansnow@sulzbacherjax](mailto:briansnow@sulzbacherjax).org  [www.sulzbachercenter.org](http://www.sulzbachercenter.org) |
| **CLARA WHITE MISSION**  Sheila Brown-Jefferson,  Director of Curriculum Development  Clara White Mission  613 W. Ashley St.  Jacksonville, Florida 32202  Office: 904.354.4162 ext. 1127  Fax: 904.791.4360  [sjefferson@clarawhitemission.org](mailto:sjefferson@clarawhitemission.org)  [www.theclarawhitemission.org](http://www.theclarawhitemission.org)  <https://www.facebook.com/clarawhite.mission>  <https://twitter.com/ClaraWhiteJax> | **Florida State College at Jacksonville**  Jorge Gutierrez  EWD&JT Project Coordinator  FSCJ  601 W. State Street  Jacksonville, FL 32202  904-633-5976  cid:image001.png@01D1BB2D.64BBB280 |
| **CareerSource**  Jerry Box, Manager Government Services  Business Services  215 N Market St, Ste. 340  Jacksonville, FL 32202  904-798-9229 ext. 2204  [JBox@careersourcenefl.com](mailto:JBox@careersourcenefl.com)  [www.careersourcenortheastflorida.com](http://www.careersourcenortheastflorida.com) | **CITY OF JACKSONVILLE-RE-ENTRY PROGRAM**  Terry Powell, RE-ENTRY Program GED Instructor SPE  Ed Ball Building, 8th Floor/ Suite 811A  Jacksonville, Florida 32202  904.255.8221  [TerryP@coj.net](mailto:TerryP@coj.net) |

**Training and Apprenticeship**

**Memo Sample**



**Sample Economic Opportunities**

**Plan Letter**

Date

City of Jacksonville

Housing and Community Development Division

Neighborhoods Department

214 North Hogan Street, 7th Floor

Jacksonville, Florida 32202

City of Jacksonville:

Please accept , **Section 3 Economic Opportunities Plan** for the project known as, agrees to utilize, and to implement the following specific steps directed at increasing the utilization of lower income residents and businesses within the Section 3 covered project area(s) for this project as specified in these Proposal documents.

, will demonstrate according to Title 24, part 135 compliance with the “greatest extent feasible” requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns. will make every effort to meet the numeric goals as set forth in these Proposal documents; 30- percent hiring goals of section 3 residents, 25-Percent of the dollar award to qualified Section 3 Business Concerns and or a combination of a and b.

|  |  |
| --- | --- |
| **EFFORTS TO MEET SECTION 3 REQUIREMENTS:** | **CONTRACTOR PROJECT INFORMATION:** |
| Identify Contractor designation as a **Certified Resident Owner, Resident Employer or Resident Prime.** |  |
| Identify Number of Positions Required for the Project(s). |  |
| Identify Number of Section 3 Resident hire(s) in the Service Area or Neighborhood Vicinity. (Hires identified within a five-mile radius of the project. |  |
| Identify Number of Section 3 Resident hire(s) outside of the project vicinity. |  |
| Identify number of hire(s) for Homeless persons in the service area |  |
| Identify Number of Section 3 businesses identified in Table A as subcontractors providing jobs and training for local residents. |  |
| Identify number of Section 3 hire(s) from identified partnering agencies or other approved apprenticeship or training programs. Ready 4Work; CRC Institute, Clara White Mission, FSCJ or YouthBuild. |  |
| Identify Jacksonville Small and Emerging Business(s) (JSEB) Program - providing hiring opportunities for residents in the project service area. |  |
| Identify Efforts and number of Training Opportunities provided for Section 3 Residents. |  |

Priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and (ii) Participants in HUD Youthbuild programs (category 2 residents).(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.)*, homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority; (iv) other section 3 residents.

Contractor will recruit from within City of Jacksonville Metropolitan Statistical Area, (Duval County), lower income residents and Section 3 Business Concerns through: Local advertising media, job fairs, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area. Contractor will make use of available databases and resources such as the City of Jacksonville and Partnering Agencies, (WorkSource, Florida State City of Jacksonville, Operation New Hope, Community Rehabilitation Center, and Clara White Mission.

The contractor agrees to include the 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 or in the 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. Contractor to include in this document as referenced in Appendix, Title 24 Part 135 I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents and II. Examples of Efforts to Award Contracts to Section 3 Business Concerns.

The City of Jacksonville will have access to all records, reports, and other documents or items of the contractor and subcontractor that are maintained to demonstrate compliance with the requirements of this project, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the contractor or subcontractor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT NUMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PERSON COMPLETING FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

**TABLE A**

**LIST OF ALL SUBCONTRACTORS AND SHOP FABRICATORS**

**General Contractor** Date:

Name: Project: Section 3 Business Concern: X Yes No

Address: Amount of Prime Contract $ Minority Owned: Yes X No

Tax ID # Amount of Section 3 Contract(s) Woman Owned: X Yes No

Complete the following schedule of subcontractors by providing the name, ethnic, code/WBE, tax ID#, address and phone number of subcontractors you intend to utilize to perform the scopes of work listed below. **General contractors must obtain a Letter of Certification from all identified Section 3 subcontractors and must provide a Letter of Intent for all subcontractors listed.** Attach additional sheets if necessary.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Type of Company** | **Subcontractor** | **Ethnic**  **Code\*** | **Woman**  **Owned**  **Yes/No** | **Tax ID #** | **Address/City/**  **State/Zip** | **Section3 Yes/No** | **Contact Amount** |
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**Ethnic Code** 1=White 2=Black American 3=Native American 4=Hispanic American 5=Asian American 6=Hasidic Jew

Estimated Project Work Force Utilization Breakdown

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Job Category | Total Estimated Positions Needed for Project | No. Positions Occupied by Permanent Employees | Number of Positions Not Occupied | Number of Positions to be Filled with Section 3 Resident |
| Officer/Supervisors |  |  |  |  |
| Professionals |  |  |  |  |
| Engineering Services |  |  |  |  |
| Consultants Services |  |  |  |  |
| Office/Clerical |  |  |  |  |
| Architectural Services |  |  |  |  |
| Other |  |  |  |  |
| Construction Management Services |  |  |  |  |
| Program Management Services |  |  |  |  |
| Apprentices |  |  |  |  |
| Trainees |  |  |  |  |
| Others |  |  |  |  |

Company Name:

Project name or address:

Project Number:

Signature of Person Completing Form

Print Name:

Date:

**Section 3 Resident Individual residing within the Section 3 area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area (MSA) or in the county if not within a MSA in which the Section 3 covered project is located.**

**Contractor’s Monthly Report**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Section 3 Employment and Hiring Monitoring**: Please identify all subcontractors as required below for purposes of monitoring for Section 3 Compliance as it relates to Section 3 Business subcontracting, Section Resident New-Hires and trainees. | | | | | | | | |
| Gen.Contractor/Sub Contractor Name | Section 3 Y/N | Trade | Gen.Contractor  Subcontractor Contract Amount | Pay Request Amount | Balance Remaining | New Hires | Section 3 New Hires | Trainees |
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| **Extended Totals** |  |  |  |  |  |  |  |  |

NEIGHBORHOODS DEPARTMENT-HOUSING AND COMMUNITY DEVELOPMENT DIVISION SECTION 3 CONTRACTOR’S MONTHLY REPORT

**Section 3 Contractor’s Monthly Reporting is required and must be completed and submitted with all monthly pay requests and final payments.**

Prime Contractor Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Request #

Project Name: Report Period:

Total Prime Contract: Date Submitted:

Total All Subcontracts: Total Section 3 Subcontracts:

Section 3 Percentage (%) Goals Accomplished – Total Section 3 Sub Contracts

**LETTER OF INTENT**

TO PERFORM AS A SUBCONTRACTOR OR SUPPLIER

(Name of Minority Subcontractor or a Supplier)

NAME OF PROJECT OR ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPOSAL NO.:\_\_\_\_\_\_\_\_

MINORITY GROUP STATUS:

African-American  Hispanic, Asian or Native American

Woman Business Owner  JSEB  Section 3

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville Construction requirements. All work must meet the Architect’s Specifications.

Scope of Work\*

Total Contract Price $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

Title:

Date:

Scope of Work and Price are covered under Base Bid only. Where alternate bid items are involved an attachment will be necessary.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for Letter of Intent.

CONFLICT OF INTEREST

CERTIFICATE

JEA IFB No.

Bidder must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, shall result in rejection of this bid.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name Title or Position Date of Filing

Signature Company Name

Name of Certifying Official Business Address

(type or print)

City, State, Zip Code

**SECTION II**

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) in excess of 5% in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida prior to Proposal opening.

|  |  |  |
| --- | --- | --- |
| **Name** | **Title or Position** | **Date of Filing** |
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SIGNATURE COMPANY NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF OFFICIAL (Type or Print) BUSINESS ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY, STATE, ZIP CODE

**PUBLIC OFFICIAL DISCLOSURE**

The Owner requires that a public official who has a financial interest in a Proposal or contract make a disclosure at the time that the Proposal or contract is submitted or at the time that the public official acquires a financial interest in the Proposal or contract. Please provide disclosure, if applicable, with Proposal.

Public Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position Held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position or Relationship with Proposer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX C**

**EXCERPT FROM APPLICABLE FEDERAL REGULATIONS**

[Title 24. Housing and Urban Development](https://www.law.cornell.edu/cfr/text/24)

[Subtitle B. Regulations Relating to Housing and Urban Development](https://www.law.cornell.edu/cfr/text/24/subtitle-B)

[Chapter I. OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT](https://www.law.cornell.edu/cfr/text/24/chapter-I)

[Subchapter B. EMPLOYMENT AND BUSINESS OPPORTUNITY](https://www.law.cornell.edu/cfr/text/24/subtitle-B/chapter-I/subchapter-B)

[Part 135. ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS](https://www.law.cornell.edu/cfr/text/24/part-135)

[Subpart B. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns](https://www.law.cornell.edu/cfr/text/24/part-135/subpart-B)

[Section 135.38. Section 3 clause.](https://www.law.cornell.edu/cfr/text/24/135.38)

# 24 CFR § 135.38 - Section 3 clause.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 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 or 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 sub contracts 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).

• Housing and Urban Development Act of 1968

• Indian Self-Determination and Education Assistance Act

**EQUAL EMPLOYMENT OPPORTUNITY**

**EXECUTIVE ORDER 11246, SECTION 202**

1. Contractor will adhere to Executive Order 11246. During the performance of this contract, the Contractor agrees as follows:
   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided · setting forth the provisions of this nondiscrimination clause.
   2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
   3. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the labor union or said workers representatives of the contractor's commitment under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
   4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
   5. 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 books, records, and accounts by the Department and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
   6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
   7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontractor 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 State to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that is, the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist such compliance, and that it will also assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if itfails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. EXECUTIVE ORDER 11246**

1. The offertory's or Proposer's attention is called to the "Equal Opportunity Clause” and the “standard Federal Equal Employment. Opportunity Construction Contract Specification set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority

participationGoals for female

participation

21.8% 6.9%

These goals are applicable to all the contractor’s construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the contractor performs construction work in the geographic area located outside of the covered area, it will apply to the goals established from such geographic area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non- Federally involved construction. The contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 will be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contactor will make a good faith effort to employ minorities and women evenly on each of its project. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals will be a violation of the contact, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. The contractor will provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier of construction work under the contract resulting from this solicitation. The notification will list the name, address, and telephone number of the subcontractor, employer Identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. As used in this Notice, and in the contract resulting from this solicitation, the “covered area" is the City of Jacksonville, Duval County, Florida.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**

**CONSTRUCTION CONTRACT SPECIFICATION**

**EXECUTIVE ORDER 11246**

1. As used in the specifications:
   1. “Covered area” means the geographical area described in the solicitation from which this .contract resulted;
   2. Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   3. “Employer identification number” means the Federal Social Security number used on the Employer's Quarter1y Federal Tax Return, U. S. Treasury Department Form 941.
   4. “Minority” includes:
      1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
      3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the · Indian Subcontinent, or the Pacific Islands) and;
      4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification)
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically Include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating In the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees.

The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the plan goals and timetable.

1. The contractor will implement the specific affirmative action standards provided in paragraphs G (1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted· are ·expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the Covered area. Cover construction contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract will apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Program Office or from Federal procurement contracting officers. The contractor is expected to. .make substantially uniform progress in meeting its goals in each craft during the period specified.
2. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor’s obligations under these specifications of Executive Order 11246, or the regulations promulgated pursuant thereto.
3. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ· the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U S. Department of Labor.
4. The contractor will take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor’s compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:
   1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor’s employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   2. Establish and maintain a current list of minority and· female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
   3. Maintain a current file of the names, address, and telephone ·· numbers of each minority and female off-street-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action that was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
   4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor, or when The contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
   5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
   6. Disseminate the contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligation; by including it in a policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
   7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees that have any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record will be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
   8. Disseminate the contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
   9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and written test to be used in the selection process.
   10. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
   11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
   12. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
   13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
   14. Ensure that all facilities and company activities are non-segregated; except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
   15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
   16. Conduct a review, at least annually, of all supervisors' adherence to the performance under job contractor’s EEO policies and affirmative action obligation.
5. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the· industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation will not be a defense for the contractor's noncompliance.
6. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority, and non-minority. Consequently, the contractor may be in violation of the· Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific Minority group of women is underutilized).
7. The contractor will not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
8. The contractor will not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order. 11246.
9. The contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. A contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.
10. The contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts, to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
11. The contractor will designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provision hereof as may be required by the Government and to keep records. Records shall at least Include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records will be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors will not be required to maintain separate records.
12. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**CIVIL RIGHTS ACT OF 1964**

**TITLE VI**

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color or national origin, exclude from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 - SECTION 109**

No person in the United States will on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in Part with- funds made available under this title. ·

**CIVIL RIGHTS ACT OF 1968**

**FAIR HOUSING**

**TITLE III**

The contractor will comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) which. requires that no person will discriminate in the sale or rental of housing, in the financing of housing or in the provision of brokerage services, by in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin.

**NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING**

**EXECUTIVE ORDER 11063**

The contractor will adhere to Executive Order 11063 which requires that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion, sex, or national origin in the sale, rental, leasing . or other disposition of residential property or facilities or in the use or occupancy thereof, where such property or facilities are owned or operated by the· Federal Government or provided with Federal assistance by the Department of Housing and Urban Development. This requirement also applies to lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by the Department. Benefits under program and activities of the Department of Housing and Urban Development which provide financial assistance, directly or indirectly, for the provision, rehabilitation, or operation of housing and related facilities are to be made available without discrimination based on race, color, religion, sex, or national origin.

**SECTION 504 REHABILITATION ACT OF1973**

**AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

1. The contractor will not discriminate against any employee or applicant for Employment because of physical or mental handicap 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 handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. This clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post, in conspicuous places, available to employees, applications for employment notices in a form to be prescribed by the Director, provided by or through contracting office. Such notices will state the contractor's obligation under the law to take affirmative action to employ and advance. In employment qualified handicapped employees and applicants for employment, and the rights of applicants and employed.
5. The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**BONDING AND INSURANCE**

**OMB CIRCULAR A-102.ATTACHMENT B**

1. This attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements will be imposed other than those normally required by the grantee
2. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction or facility improvements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds, $100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Governments' interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
   1. A bid guarantee from Proposer equivalent to five percent of the bid price. The “bid guarantee” will consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
   2. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
   3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by all of all persons supplying labor and material in the execution of the work provided for in the contract.
3. Where the Federal Government guarantees or insures the repayment of money borrowed by the grantee, the Federal agency, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the grantee are not deemed adequate to protect the interest of the Federal Government.
4. Where Bonds are required in the situation described above, the bonds will be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

**OTHER PROVISIONS**

The contractor will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR), which prohibit the use under non­ exempt Federal contracts, grants or loans of facilities included on the EPR List of Violating Facilities. The local contracting authority will report all violations of this provision to the grantor agency and to the U. S. EPA Assistant Administrator for Enforcement.

**ARCHITECTURAL BARRIERS ACT OF 1968**

The contractor will certify, on a form provided by thelocal authority, pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, that the design of the project Is in conformance with the minimum standards contained in the American Standard Specification for making building and facilities accessible to and usable by the physically handicapped, number A117.1R-1971(as modified by 41 CFR 101-19.603)·

**RETENTION OF RECORDS**

The contractor· will maintain books, documents, papers financial records, payrolls, supporting documentation, correspondence, and all other records pertinent to the implementation of this project for a period of three (3) years after final payments and all other pending matters are closed.

**ACCESS TO RECORDS**

The local authority, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to all books, accounts, records, reports, files, and other papers maintained by the contractor and pertaining to this project for the purpose of making audits, examinations, excerpts, and transcripts.

**CONFLICT OF INTEREST**

1. INTEREST OF CERTAIN FEDERAL OFFICIALS. No member of or delegate of the Congress of the United State, and no Resident Commissioner, will be permitted to any share of part of this agreement or to any benefit to arise from the same.
2. BONUS COMMISSION OR FEE. The contractor will not pay any bonus, commission, or fee for the purpose of obtaining the Government's approval or concurrence required by the Government or its designee to complete the project.
3. INTEREST OF PUBLIC BODY PERSONNEL. No member of the governing body of the Public Body who exercises any functions or responsibilities in connection with the contract and no other officer or employee of the Public Body who exercises such functions or responsibilities, will have any interest, direct or indirect, in this contract, or in any contract entered. into by the contractor for the··performance of work financed in whole or in part· with the · proceeds of this contract.

INTEREST OF OTHER LOCAL-PUBLIC OFFICIALS. No member of the governing body of the locality in which the project Is situated, and no other public official of the locality who exercises any functions or responsibilities in connection with the contract will have any interest, direct or indirect, in this contract, or in any contract entered Into by the contractor for the performance of work financed in whole or in part With the proceeds of this contract.

**FLOOD DISASTER PROTECTION ACT OF 1973**

**REQUIREMENT TO PURCHASE FLOOD INSURANCE**

1. No federal financial assistance will be made available for acquisition or construction purposes for use in any area that has been identified by the Secretary· as an area having special flood hazards and in which the sale of flood insurance has been made available under the National flood Insurance Act of 1968, unless the building or mobile home and any personal property to which such financial assistance relates is, during the anticipated economic or useful life of the project, covered by flood insurance In an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less. If the financial assistance provided is in the form of a loan or an insurance or guaranty or a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan.

**LEAD BASE PAINT HAZARD ACT**

1. The contractor agrees that no Lead based paints or substances containing lead will be used in any part of this project. Treatment necessary to eliminate immediate hazards will, at a minimum, consists of the following:
2. All surface conditions identified as immediate hazards will be thoroughly cleaned (washed, sanded, scraped, wire brushed or otherwise cleaned) so as to remove all cracking, scaling, peeling, chipping and loose paint on applicable surfaces. Such surfaces that have been so treated will then be repainted with two coats of a suitable non-leaded paint.
3. Where the paint film integrity of the applicable surface cannot be maintained, the paint will be completely removed or the surface covered with a suitable material such as gypsum wallboard, plywood or plaster, before any repainting is done.

**Federal Labor Standards Provisions U.S. Department of Housing and Urban Development**

Office of Labor Relations

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages

and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under

29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages

required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ‘,to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is

held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.