
SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

TO: «ContractName»
«ContractAddr»
«ContractCity», «ContractState» «ContractZip»

PROJECT: «TitleCaps»

You are notified that your Bid which was opened on «Bidopening» has been accepted for items in the amount of «ContractDollars» at the unit bid prices as reflected in the bid tabulation contained herein for the *(fill in awarded parts, i.e. for Base Bid and Alternate C, or delete)*.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

Date

ACKNOWLEDGMENT

«ContractCAPName»

**DO NOT SIGN THIS PAGE. FOR REFERENCE ONLY. OWNER
WILL SEND SIGNED COPY.**

«ContractFirst» «ContractLast», «ContractTitle»

Date

CONTRACT

FOR «TitleCaps»

THIS CONTRACT, made and entered into at «OwnerCity», «OwnerState», this _____ day of _____, 20____, by and between the «OwnerMuni» (“OWNER”), «OwnerState» and «ContractName» (“CONTRACTOR”).

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.
13. Addenda; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR agrees that each individual employed by the CONTRACTOR or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual. *(if a School District, delete this paragraph)*

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further the CONTRACTOR shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to «Liquidated», for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is «ContractDollars».

This Contract shall be in full force and effect from the date of execution by the OWNER and CONTRACTOR.

IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

I hereby certify that funds in the amount of «ContractAmtwords» Dollars («ContractDollars») necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

«OwnerLegalName», «OwnerLegalTitle»

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
AND AUTOMOTIVE INSURANCE POLICY**

- B) **CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
Owner Named as Insured

- C) **CERTIFICATE OF WORKER'S COMPENSATION**

- D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

«ContractName», having been awarded a contract by the «OwnerMuni», «OwnerState», hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for «OwnerCounty» County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for «OwnerCounty» County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between «OwnerMuni», «OwnerState», and «ContractName», and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____
Penalties \$ _____
Interest \$ _____

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

ESCROW AGREEMENT FOR CONTRACTOR'S RETAINAGE

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor"), an Escrow Agent is hereby appointed to hold funds arising out of the Owner's agreement to pay retainage into an escrow fund, said Agent to be:

All retained funds will be placed with the above Escrow Agent from the date your Contract is certified as being 50% complete pursuant to Sections 153.13, and 153.14 and 153.63 Ohio Revised Code.

During the time the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow Agent has authority to invest the escrow funds in the classes of securities listed below which, in the judgment of the Escrow Agent, allow for the least risk to capital preservation and provide for a reasonable income. The income from investment of the escrowed funds shall be accumulated in the escrow account.

- (a) Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof;
- (b) Obligations including certificates of deposit of any national bank located in this State and/or any bank as defined by Section 1101.01, O.R.C.;
- (c) Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or
- (d) Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kind specified in clauses (a) through (c) above.

The Escrow Agent shall hold the escrowed principal and interest until receipt of notice from the Owner, or until receipt of an Arbitration Order or an Order of the Court of Claims, or other appropriate courts, specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of such a request or order, the Escrow Agent shall, within 30 days, pay such amount of principal and interest earned on the retainage to the Contractor less the Escrow Agent's fee.

It is understood that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other than to hold and invest said funds and to deliver them in accordance with the provisions hereof.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

ESCROW WAIVER

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

NOTICE TO PROCEED

Project: «Title»

Owner: «OwnerMuni»
«OwnerAddr»
«OwnerCity», «OwnerState» «OwnerZip»

To: «ContractName»
«ContractAddr»
«ContractCity», «ContractState» «ContractZip»

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by «Completion_Date».

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(<http://ffr.ohioauditor.gov/>)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(<https://www.sos.state.oh.us/records/debarred-contractors/>)

**B2) CHECK FEDERAL SAM (System for Award Management) for
FEDERAL FUNDING (including sub-contractors), (if applicable)**
(<https://www.sam.gov/SAM/>)

**C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)**

**D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)**

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned _____,

the duly authorized representative of _____
(hereinafter referred to as the Contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents and all of the conditions surrounding these provisions including but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of Federal Prevailing Wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal Wage Rates, and forwarding same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: _____
(Signature)

DATE: _____

TITLE: _____

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the City / Village of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from with the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.*
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis whenever feasible when let in Section 3 covered project areas.*
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To submit, at a minimum, monthly Section 3 Utilization Report to CDBG program official listing employees working on the project, their Section 3 status, and the labor hours worked.

*Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

Signature

Date

Title

Signature

Date

Title

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| | |
|----------------------------|-------------------------|
| TO (Appropriate Recipient) | DATE |
| C/O | PROJECT NUMBER (If any) |
| | PROJECT NAME |

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that
 - (a) The Labor Standards Provisions are included in the aforesaid contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility;

2. He certifies that
 - (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that
 - (a) The legal name and the business address of the undersigned is _____

 - (b) The undersigned is
 - _____ (1) A single Proprietorship
 - _____ (2) A Corporation organized in the State of _____
 - _____ (3) A Partnership
 - _____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest: (If none, so state)

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
| | | |
| | | |
| | | |
| | | |

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| | | |
| | | |
| | | |
| | | |

Date

(Contractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, 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."

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR

PROJECT NUMBER (If any)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

Name and address of Bidder (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes

_____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes

_____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

_____ Yes

_____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes

_____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF BIDDER REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name

Project Number

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract;
- (b) Section 3 Worker Status Certification forms will be submitted for each worker when they report for work on project and Section 3 Utilization Reports will be submitted monthly at a minimum;
- (c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned BIDDER, _____, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

(Signature of Bidder's Representative)

(Printed or Typed Name of Representative)

(Title of Bidder's Representative)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instruction.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name _____

Title _____

Date _____

SUBCONTRACTORS

| | | | |
|-----------------|------------------|------------|--------------------|
| Company Name | | | Federal ID # |
| City & Zip Code | | | Amount of Contract |
| Payroll Officer | Telephone Number | Fax Number | Email Address |

| | | | |
|-----------------|------------------|------------|--------------------|
| Company Name | | | Federal ID # |
| City & Zip Code | | | Amount of Contract |
| Payroll Officer | Telephone Number | Fax Number | Email Address |

| | | | |
|-----------------|------------------|------------|--------------------|
| Company Name | | | Federal ID # |
| City & Zip Code | | | Amount of Contract |
| Payroll Officer | Telephone Number | Fax Number | Email Address |

| | | | |
|-----------------|------------------|------------|--------------------|
| Company Name | | | Federal ID # |
| City & Zip Code | | | Amount of Contract |
| Payroll Officer | Telephone Number | Fax Number | Email Address |

| | | | |
|-----------------|------------------|------------|--------------------|
| Company Name | | | Federal ID # |
| City & Zip Code | | | Amount of Contract |
| Payroll Officer | Telephone Number | Fax Number | Email Address |

| | | | |
|-----------------|------------------|------------|--------------------|
| Company Name | | | Federal ID # |
| City & Zip Code | | | Amount of Contract |
| Payroll Officer | Telephone Number | Fax Number | Email Address |

***Please Submit Extra Sheet if Necessary**

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: _____ **DATE:** _____

List Total Workforce (All Employees) for the Company

| Job Category | Total Employees | Female | Caucasian | African American | Spanish American | American Indian | Asian | Other |
|-----------------------------|------------------------|---------------|------------------|-------------------------|-------------------------|------------------------|--------------|--------------|
| Officers/ Supervisors | | | | | | | | |
| Professionals | | | | | | | | |
| Technicians | | | | | | | | |
| Housing/Sales/ Rental/Mgmt. | | | | | | | | |
| Office/ Clerical | | | | | | | | |
| Service Workers | | | | | | | | |
| Journeyman | | | | | | | | |
| Helpers | | | | | | | | |
| Apprentices | | | | | | | | |
| Trainees | | | | | | | | |
| Trade: | | | | | | | | |
| Trade: | | | | | | | | |
| Other: | | | | | | | | |
| Other: | | | | | | | | |
| TOTAL: | | | | | | | | |

***List Construction Trade / Other Job Title**

| | | | |
|---------------|------------------|------------|-----------------------|
| Business Name | | | Date Completed / / |
| Project Name | | | City |
| EEO Officer | Telephone Number | Fax Number | Email Address |

PROPOSED PROJECT WORKFORCE BREAKDOWN

| Job Category | Total Employees | Female | Caucasian | African American | Spanish American | American Indian | Asian | Other | # of positions not current occupied | # of positions to be filled with SEC 3 persons |
|-----------------------------|-----------------|--------|-----------|------------------|------------------|-----------------|-------|-------|-------------------------------------|--|
| Officers/ Supervisors | | | | | | | | | | |
| Professionals | | | | | | | | | | |
| Technicians | | | | | | | | | | |
| Housing/Sales/ Rental/Mgmt. | | | | | | | | | | |
| Office/ Clerical | | | | | | | | | | |
| Service Workers | | | | | | | | | | |
| Journeyman | | | | | | | | | | |
| Helpers | | | | | | | | | | |
| Apprentices | | | | | | | | | | |
| Trainees | | | | | | | | | | |
| Trade: | | | | | | | | | | |
| Trade: | | | | | | | | | | |
| Other: | | | | | | | | | | |
| Other: | | | | | | | | | | |
| TOTAL: | | | | | | | | | | |

List ONLY the Employees that will be Working on the Project

***List Construction Trade / Other Job Title**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| | |
|----------------------------|-------------------------|
| TO (Appropriate Recipient) | DATE |
| C/O | PROJECT NUMBER (If any) |
| | PROJECT NAME |

1. The undersigned, having executed a contract with _____
for the following work:

in the amount of \$ _____ for the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract;
- (b) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor for transmittal to the recipient within ten (10) days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractors, in duplicate.

The workmen will report for duty on or about _____ (date).

3. He certifies that

(a) The legal name and the business address of the undersigned are

(b) The undersigned is

- _____ (1) A single Proprietorship
- _____ (2) A Corporation organized in the State of _____
- _____ (3) A Partnership
- _____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (If none, so state)

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
| | | |
| | | |
| | | |
| | | |

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| | | |
| | | |
| | | |
| | | |

Date

(Subcontractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, 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."

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

| | |
|--------------------------|-------------------------|
| NAME OF PRIME CONTRACTOR | PROJECT NUMBER (If any) |
|--------------------------|-------------------------|

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the Owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes _____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

Modeled after form HUD-12

CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;\
- (b) Section 3 Worker Status Certification forms will be submitted for each worker when they report for work on project and Section 3 Utilization Reports will be submitted monthly at a minimum;
- (c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE

DATE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

Signature

Date

Title

ECONOMIC OPPORTUNITY FOR LOW AND VERY LOW INCOME PERSONS

SECTION 3

1. **Background** – Section 3 is a statutory provision which requires that HUD administer its programs providing direct financial assistance so that, to the greatest extent feasible, opportunities for job training, employment and contracting are given to lower income persons and firms in the area in which a HUD-assisted project is located. The Assistant Secretary for Fair Housing and Equal Opportunity has been delegated the responsibility for implementing this statutory provision. Section 3 is directed toward lower income residents and local businesses. Its legislative history reveals that Section 3 was originally designed to stimulate jobs and contracts for those persons who would be the beneficiaries of HUD’s program assistance, primarily through large construction projects.
2. **Purpose** – Section 3 does not require the creation of jobs for low income persons or for anyone simply for the sake of creating economic opportunities. Section 3 requires that when employment or contract opportunities are generated by a recipient of HUD financial assistance because it necessitates the employment of additional personnel through individual hiring or awards of contracts for work, the recipient **must give preference in hiring** to low income persons. In addition, it **must give preference in contracting** to certified Section 3 businesses that are owned by these persons or those that substantially employ low-income persons.

The Grant Recipient not only desires to include low-income persons in recruitment and solicitation efforts but also desires to undertake extra efforts to make these persons aware of the existence of the economic opportunities. Therefore, the City encourages applications for these opportunities and strives to award contracts to certified Section 3 businesses.

3. **Applicability** – Section 3 applies to the following assistance:
 1. Public Housing Assistance
 2. Housing and Community Development Assistance

This includes housing rehabilitation, housing construction and other public improvement activities.

Thresholds – Contractor and Subcontractor performing work on section covered project for which the amount assistance exceeds \$200,000.

A covered contract is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. “Section 3 covered contracts” do not include contracts awarded under HUD’s procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 covered contracts” also do not include contracts for the purchase of supplies and materials.

The requirements apply to the **entire project or activity** whether fully or partially funded by HUD Section 3 covered assistance.

4. **Benchmark Goals** – The recipient may demonstrate compliance to the “greatest extent feasible” as required by Section 3 to meet or exceed the following benchmark goals for Section 3 workers and Targeted Section 3 workers:
 - a. The benchmark for Section 3 workers is 25% or more of the total number of labor hours worked by all workers on a Section 3 project.
 - b. The benchmark for Targeted Section 3 workers is 5% or more of the total number of labor hours worked by all workers on a Section 3 project.

DEFINITIONS

A. Section 3 Worker:

1. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD as determined below:

| Lake | County | Low (80%) Income Limits |
|-------------------|--------|-------------------------|
| Persons in Family | | Income (less than) |
| 1 Person | | \$54,450 |
| 2 Persons | | \$62,200 |
| 3 Persons | | \$70,000 |
| 4 Persons | | \$77,750 |
| 5 Persons | | \$84,000 |
| 6 Persons | | \$90,200 |
| 7 Persons | | \$96,450 |
| 8 Persons | | \$102,650 |
 - b. The worker is employed by a Section 3 business concern (defined below).
 - c. The worker is a YouthBuild participant.
2. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
3. Nothing in this policy or 24 CFR 75 shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

B. Targeted Section 3 worker:

1. A Section 3 worker who is:
 - a. A worker employed by a Section 3 business concern; or
 - b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. Living within the service area or the neighborhood of the project (defined below);
or
 - ii. A YouthBuild participant.

C. Section 3 Business Concern:

1. A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - a. That is 51% or more owned and controlled by low or very-low income persons;
 - b. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - c. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
3. Nothing in this policy or 24 CFR 75 shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

D. Service area or the neighborhood of the project

1. An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

For more information, go to:

https://www.hud.gov/program_offices/field_policy_mgt/section3

ECONOMIC OPPORTUNITY FOR LOW AND VERY-LOW INCOME PERSONS

SECTION 3 - CLAUSE

All Section 3 covered contracts shall include the following 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 regulation in 24CFR Part 75, which implemented Section 3. As evidence 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 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers 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 this notice in conspicuous places at the work site where both employees and applicants for training and employment position can see the notice. This 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 24CFR Part 75**, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause. Upon finding that the subcontractor is in violation of the regulation in 24 CFR Part 75, 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 24CFR Part 75.
- 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 75 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Non-compliance with HUD's regulations in 24 CRF Part 75 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contracts.

COMPANY NAME: _____

FEDERAL TAX I.D. # _____

OWNER'S NAME: _____

OWNER'S SIGNATURE: _____

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

ECONOMIC OPPORTUNITY FOR LOW AND VERY-LOW INCOME PERSONS

SECTION 3 – MANDATORY SCREENING FORM

This business is located in _____ County and registered with the State of Ohio as a legal business and performs the following services (check all that apply):

| | | | | | | |
|---|---|---|---|--|----------------------------|------------------|
| Business Name: | | | | dba: | | Date Completed |
| Address: | | | | | | |
| City & State: | | | | | | |
| Zip: | | | | | | |
| Person Completing This Form: | | | Telephone #: | Fax #: | Number | Email Address |
| LEGAL STATUS: MARK <input checked="" type="checkbox"/> ONE | | | | | | |
| Sole Proprietor <input type="checkbox"/> | Corporation <input type="checkbox"/> | Partnership <input type="checkbox"/> | Limited Liability <input type="checkbox"/> | Other (describe) <input type="checkbox"/> | | Date Established |
| Federal Tax ID or Social Security #: | | | If Applicable: MBE/FBE Expiration Date: | | Total Number of Employees: | |

| | | | | | |
|--------------------------|-----------------------|--------------------------|--------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | Carpentry | <input type="checkbox"/> | Heating (HVAC) | <input type="checkbox"/> | Concrete/Asphalt |
| <input type="checkbox"/> | Painting | <input type="checkbox"/> | Environmental Cleaning | <input type="checkbox"/> | Asbestos |
| <input type="checkbox"/> | Electrical | <input type="checkbox"/> | Roofing | <input type="checkbox"/> | Lead Abatement |
| <input type="checkbox"/> | Plumbing | <input type="checkbox"/> | Window/Door Installation | <input type="checkbox"/> | Carpet/Floor Installation |
| <input type="checkbox"/> | Demolition/Excavation | <input type="checkbox"/> | Landscaping/Snow Plowing | <input type="checkbox"/> | Other: |

Please check all that apply in the appropriate box.

- I have been certified as a Section 3 business by** _____ **;** **or**
- I am interested in pursuing Section 3 Certification.**
If you are interested in perusing this classification, additional information will be required. Assistance in explaining the documentation process will be made available to you. An instruction form detailing the required documentation also will be made available.
- As primary owner of this business,** I believe that my income meets HUD’s income guidelines or;
- I believe at least thirty percent (30%)** of the company’s permanent, full-time employees are currently Section 3 residents, or within three (3) years of the date of first employment with the business my workers were Section 3 residents. A Section 3 resident meets the HUD low/moderate income definition. If further pursued, verification forms will be required.

The undersigned is an authorized representative.

| | |
|---------------|--------|
| Printed Name: | Title: |
| Signature: | Date: |

This form is subject to all rules and regulations developed by the HUD Fraud, Waste and Abuse Office.