

ATTACHMENT A

Required Contract Terms and Conditions Florida Commerce CDBG-DR Hometown Revitalization Program Subrecipient Agreement M0034 – Riverfront Revitalization Project

1. GENERAL

This contract will be paid for in whole or in part with Community Development Block Grant – Disaster Recovery funding (CDBG-DR) from the U. S. Department of Housing and Urban Development (“HUD”) and FloridaCommerce for activities authorized under Title I of the Housing and Community Development Act of 1974 and as described in the 2020 State of Florida Action Plan for Disaster Recovery. As such this contract is subject to the applicable terms and conditions of **Subrecipient Agreement M0034** (the “Subrecipient Agreement”) between FloridaCommerce and the **City of Apalachicola** (the “Subrecipient”), 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200 (including Appendix II to Part 200), 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other State and Federal laws, rules, regulations, and policies governing the funds provided through the Subrecipient Agreement, as now in effect and as may be amended from time to time.

The contractor and all subcontractors shall be bound by the terms of the aforementioned Subrecipient Agreement, as applicable, as well as any applicable State and Federal laws, rules, and regulations.

The Subrecipient Agreement allocates total funding of \$4,758,051.00 (100%) for this project, which includes \$4,414,686.00 (92.8%) in CDBG-DR funds and \$343,365.00 (7.2%) in non-federal Funding.

2. CONTRACT RECORDS

The Subrecipient is required to retain sufficient records and supporting documentation to demonstrate contractor and subcontractor compliance with the terms and conditions of the Subrecipient Agreement for a period of **six (6) years from project closeout**. The contractor shall similarly retain all documentation demonstrating contractor and subcontractor compliance with applicable terms and conditions of the Subrecipient Agreement for a period of **six (6) years from project closeout**. The contractor shall submit any documentation that may be needed by the Subrecipient to satisfy this requirement, and shall, if requested, allow access to its records related to this project at reasonable times to representatives of FloridaCommerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives.

3. HOLD HARMLESS

As required the Subrecipient Agreement, the contractor shall hold FloridaCommerce and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under any Contract resulting from this solicitation.

4. REPORTING

As required by the Subrecipient Agreement, the Subrecipient is required to document the contractor's progress in performing work funded through the Agreement. The contractor shall provide information to the Subrecipient that may be necessary to satisfy this requirement. Such information may include, but is not limited to:

- Certification regarding Debarment, Suspension, and Other Responsibility Matters for the Prime Contractor and Subcontractors.
- Section 3 Participation Reports for the Prime Contractor and Subcontractors.
- U.S. Department of Labor Weekly Payroll Reporting Forms for the Prime Contractor and Subcontractors (required for Davis-Bacon Compliance).
- Information needed to complete Form HUD 2880 – Applicant / Recipient Update / Disclosure Report.
- Information needed to complete Monthly and Quarterly Progress Reporting.
- Information needed to complete HUD Form 2516 - Contract and Subcontract Activity Form.
- Information needed to complete Section 3 Quarterly Reporting Requirements.

5. DEBARMENT AND SUSPENSION

The Subrecipient is required to comply with CDBG regulations regarding debarred or suspended activities (24 CFR 570.609, 24 CFR 570.489, as applicable), pursuant to which CDBG funding must not be provided to excluded or disqualified persons. **The contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.** The contractor shall be registered with SAM.gov to obtain a Unique Entity Identifier (UEI) number, such that Debarment and Suspension status can be confirmed.

This requirement also applies to any subcontract expected to equal or exceed \$25,000.

6. SECTION 287.133(2)(a)

Pursuant to Section 133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and

may not transact business with any public entity in excess of thirty-five thousand dollars (\$25,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. **The contractor represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.**

7. SECTION 287.134(2)(a)

Pursuant to Section 134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. **The contractor represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.**

8. EMPLOYMENT ELIGIBILITY VERIFICATION

In accordance with 448.095, F.S.:

- The contractor and any subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Subrecipient **WILL NOT** enter into a contract unless the contractor registers with and uses the E-Verify system.
- The contractor and any subcontractors shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility.
- The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov>

Furthermore, the Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification. The Contractor shall retain all verification forms for any individuals hired who will perform any services under this contract.

9. FALSE CLAIMS

In accordance with the Subrecipient Agreement, the following statement is hereby included in these terms and conditions:

"Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under U.S.C. 287, 1001, and 31 U.S.C. 3729."

10. RESIDENTIAL GREEN BUILDING STANDARD (IF APPLICABLE)

Construction contracts for new or replacement housing require the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224, on Monday, November 21, 2016.

11. PROCUREMENT AND CONTRACTOR OVERSIGHT

The Subrecipient Agreement requires the Subrecipient to comply with the procurement standards in 2 CFR 200.318-327 when procuring property and services under the Subrecipient Agreement. This contract is also subject to these standards, such that any applicable obligations stated therein are binding upon the contractor and all subcontractors (if any). Such obligations include, but are not limited to, the following:

A. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS (See 2 CFR 200.321):

When possible, the contractor and all subcontractors should ensure that small businesses, minority businesses (MBE), women's business enterprises (WBE), veteran-owned businesses (VOB), and labor surplus area firms (See U.S. Department of Labor's list) are considered. Such consideration means:

- These business types are included on solicitation lists;
- These business types are solicited whenever they are deemed eligible as potential sources;
- Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring a contractor under a Federal award to apply this section to subcontracts.

THE CONTRACTOR MUST DOCUMENT ALL EFFORTS TO UTILIZE THESE BUSINESS TYPES.

SEE ATTACHED LISTING OF MBE/WBE/VOB ENTITIES OPERATING IN THE PROJECT AREA, WHICH SHOULD BE USED WHEN HIRING SUBCONTRACTORS AND / OR CONSULTANTS.

B. DOMESTIC PREFERENCES FOR PROCUREMENTS (See 2 CFR 200.322):

The contractor and all subcontractors should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this

section must be included in all subawards, contracts, and purchase orders under Federal awards.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

C. PROCUREMENT OF RECOVERED MATERIALS (See 2 CFR 200.323):

A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES (See 2 CFR 200.216):

As applicable, the contractor and all subcontractors shall comply with 2 CFR 200.216, as further described below:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and § 200.471

13. LABOR AND EMPLOYMENT

A. DAVIS-BACON ACT:

This contract is subject to the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended. The contractor shall ensure that all laborers and mechanics employed in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et. seq.*) and 29 CFR Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of

residential property only if such property contains not less than 8 units. **SEE ATTACHED "HUD-4010 - FEDERAL LABOR STANDARDS PROVISIONS AND WAGE DETERMINATION" FOR DETAILED WAGE REQUIREMENTS.**

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

If this contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. COPELAND ANTI-KICKBACK ACT:

This contract is subject to the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 3 and Part 5. Documentation of compliance with applicable hour and wage requirements shall be submitted to the Subrecipient.

D. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 ("SECTION 3 CLAUSE"):

The following Section 3 Clause shall apply to this contract and **SHALL** be included in every subcontract issued in conjunction with this project:

- I. 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 USC.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.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.

- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, 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 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 24 CFR part 75.
- V. 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.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. 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 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. SECTION 3 BENCHMARKS AND REPORTING:

- A. Benchmarks: Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

SEE ATTACHED "SECTION 3 REQUIRED FORMS". THESE MUST BE COMPLETED AND SUBMITTED WITH THE BID PACKAGE.

- B. Reporting: If the contractor's reporting indicates that the contractor has not met the Section 3 benchmarks described in 24 CFR 75.23, pursuant to 24 CFR 75.25(b), the contractor must report in a form prescribed by HUD on the qualitative nature of its activities and those pursued by the contractor and subcontractors.
- C. The contractor shall comply with any Section 3 Project Implementation Plan documents, if any, provided to the Subrecipient by HUD or FloridaCommerce, which may be amended from time to time for HUD reporting purposes.

14. HATCH ACT

No funds provided through this project shall be in any way or to any extent used to engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

15. ENVIRONMENTAL REVIEW RECORD REQUIRED MITIGATION MEASURES AND CONDITIONS

The attached Environmental Mitigation Measures and Conditions have been adopted by the Subrecipient to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the authorities and factors evaluated in the Environmental Review Record.

The contractor and all subcontractors shall ensure that these measures and conditions are strictly observed throughout construction activities.

SEE ATTACHED ENVIRONMENTAL REVIEW RECORD REQUIRED MITIGATION MEASURES AND CONDITIONS.

16. CLEAN AIR AND WATER ACT

For Prime Contracts in excess of \$100,000, the contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738

and Environmental Protection Agency regulations. The contractor shall report any violation of the above to the Subrecipient and FloridaCommerce.

17. ENERGY EFFICIENCY

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

18. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Contract will be American-made.

19. EQUAL EMPLOYMENT OPPORTUNITY (See 41 CFR 60-1.4(b))

The contractor and all subcontractors shall abide by the Equal Employment Opportunity Laws of the United States. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. LOBBYING PROHIBITION

No funds or other resources received from FloridaCommerce under the Subrecipient Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

The contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The language of Paragraphs 1 through 4 of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The contractor and all subcontractors shall certify and disclose accordingly; and,
4. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

21. PRO-CHILDREN ACT

If applicable, the contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order. This clause is applicable to all approved subcontracts. In compliance with Public Law (Pub. L.) 103-277, the Contractor shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services, including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

22. LICENSING AND PERMITTING

All contractors and subcontractors performing work on this project shall have current licenses and permits that may be required for the particular work for which they are engaged to perform.

23. 2 CFR 200 APPENDIX II TO PART 200

In addition to other provisions required by HUD or FloridaCommerce, all contracts made by the Subrecipient under the Subrecipient Agreement must contain provisions covering the following, as applicable:

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. [PROCUREMENT OF RECOVERED MATERIALS]

(K) See §200.216. [PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT]

(L) See §200.322. [DOMESTIC PREFERENCES FOR PROCUREMENTS]

ATTACHMENT B

HUD-4010 – FEDERAL LABOR STANDARDS PROVISIONS

AND

DAVIS BACON WAGE DECISION

A. 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.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least ~~3 years~~ ** after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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 CFR 5.12.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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 or her 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 29 CFR 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 U.S.C. § 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.

"General Decision Number: FL20260004 01/02/2026

Superseded General Decision Number: FL20250004

State: Florida

Construction Type: Highway

County: Franklin County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
 0 01/02/2026

SUFL2022-002 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 17.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.19	0.00
ELECTRICIAN.....	\$ 21.13	3.31
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.63	0.00
LABORER: Common or General.....	\$ 13.56	0.54
LABORER: Pipelayer.....	\$ 17.00	0.70
LABORER: Grade Checker.....	\$ 14.67	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.30	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.11	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.15	0.00
OPERATOR: Bulldozer.....	\$ 15.91	0.00
OPERATOR: Crane.....	\$ 30.23	0.00
OPERATOR: Grader/Blade.....	\$ 17.90	0.00
OPERATOR: Loader.....	\$ 16.88	0.00
OPERATOR: Mechanic.....	\$ 16.10	0.68
OPERATOR: Milling Machine.....	\$ 18.31	2.22
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.51	0.00
OPERATOR: Roller.....	\$ 15.51	0.00
OPERATOR: Screed.....	\$ 17.88	0.00
TRAFFIC CONTROL PERSON.....	\$ 14.41	0.00

TRUCK DRIVER: Dump Truck.....\$ 18.15	0.76
TRUCK DRIVER: Lowboy Truck.....\$ 19.09	0.91
TRUCK DRIVER: Water Truck.....\$ 17.87	0.00
TRUCK DRIVER: Distributor Truck.....\$ 19.00	0.00
TRUCK DRIVER: Pilot Car.....\$ 15.05	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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ATTACHMENT C

MINORITY BUSINESS ENTERPRISES

WOMEN'S BUSINESS ENTERPRISES

VETERAN-OWNED BUSINESSES

Note: This list is provided as a resource. You may utilize MBE/WBE/VOB companies even if they are not included on this list.

MBE	WBE	Veteran Owned	Vendor Name	Contact	Email	Address	City	State	Phone Number
X	X	X	A Nelson Company LLC	Sonia Nelson	snelson@anelsoncompany.com	93 Baptist Hill Rd	Sopchoppy	FL	850-393-1221
	X		A-1 Air Conditioning of North Florida, Inc.	Carolyn Koch	a1airconditioning@gmail.com	30 Tomahawk Cir	Eastpoint	FL	(850) 670-4119
	X		Amazing Mail Solutions, Inc.	Shannon Larson	shannon@ams-florida.com	2671 Crawfordville Highway	Crawfordville	FL	850-926-2995
		X	Apalachee Bay Marine Services	Joel Singletary	jsingletary@seatow.com	PO Box 481	Panacea	FL	(850) 984-3456
		X	Attack-One Fire Management Services, Inc	Kevin Carter	kevin@attack-one.com	2737 Coastal Hwy	Crawfordville	FL	850-926-6534
	X		CMV Concrete Service Manhole & Valve Adjustments, LLC	Christina Hatcher	2023cmv@gmail.com	2480 Spring Creek Highway	CRAWFORDVILLE	FL	(850) 570-9044
X	X		Eminence Management Services, LLC	Afrika Jackson	afrika.jackson@yahoo.com	31 Beeler Rd	Crawfordville	FL	(850) 321-4856
		X	Fortitude Protection Group	Christopher Carraway	chris@fortitudeprotectiongroup.com	5276 Coastal Hwy	Crawfordville	FL	(850) 274-1201
	X		Forward Wellness, LLC	Courtney Davis	courtney@forwardwellnessgroup.com	1616 Crawfordville Hwy	Crawfordville	FL	(850) 343-5800
	X		G3 Construction Group, Inc.	Carl Gilbert	sharon@g3const.com	16998 NW Charlie Johns Street	Blountstown	FL	(850) 653-6779
	X		HBK 6 Property Services, LLC	Nathan Jones	hbk6property@yahoo.com	183 Aloha Ln	Wewahitchka	FL	(850) 247-0867
	X		HLK Hauling	Leah Poppell	hlkhauling@gmail.com	204 Jim French Rd	crawfordville	FL	(850) 661-6929
X	X		Hydra Engineering & Construction, LLC	Leslie Weiss	lahope@hydraengineering.com	36 Jasper Thomas Road	Crawfordville	FL	850-926-2593
	X		Momentum Engineering Group, LLC	Kelsea Patterson	kpatterson@meggrp.com	124 Maria del Carmen Ln	Crawfordville	FL	(850) 326-3400
		X	neilforrest.com	Neil Forrest	neil@neilforrest.com	5320 State Road 30A undefined	Port Saint Joe	FL	(850) 519-0328
		X	ONWARD Oysters LLC	Lewis Akin	onwardoysters@gmail.com	237 Patton Dr	Eastpoint	FL	(615) 456-4238
	X		OVID Solutions LLC	Julie Dennis	Julie@ovidsolutions.net	47 Andrew J Hargrett Sr. Rd.	Crawfordville	FL	850-270-3277
X			Quartress of Tallahassee Inc	Don Tolliver	quartress@gmail.com	53 Bridle Gate Dr	Crawfordville	FL	850-339-9311
	X		Red Enterprises, LLC	Amy Fuller	amy@redenterprises.net	404 NW 11th Street	Carrabelle	FL	(850) 508-8909
X			Robinson Painting service LLC	Frederick Robinson	colemansonji@gmail.com	167 Carouset Circle	Crawfordville	FL	850-590-6406
	X	X	Rogers Brothers Land Clearing	Jena Rogers	rogersbrotherslandclearing@hotmail.com	9788 SW Rogers Lane	Bristol	FL	850-510-3689
X	X		S&R Limited, LLC	Alean Smith	admin@srlimitedco.com	2343 Crawfordville Hwy Ste. 107 #113	Crawfordville	FL	(850) 792-2636
		X	Trulight LLC	Jonathan Kilpatrick	jonathan.kilpatrick@trulightconsulting.com	458 Northwood Road	Crawfordville	FL	(850) 545-1525
		X	Underwood Sloan & Associates, LLC	Calvin Sloan	calvin@underwoodstloan.com	77 Ponderosa Drive	Crawfordville	FL	(850) 443-5871
Franklin County, Gulf County, Liberty County, Wakulla County									
Source: https://vendor.myfloridamarketplace.com/search/vendor									
Accessed: December 8, 2025									

ATTACHMENT D

ENVIRONMENTAL REVIEW RECORD REQUIRED MITIGATION MEASURES AND CONDITIONS

The following Environmental Mitigation Measures and Conditions have been adopted by the Subrecipient to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the authorities and factors evaluated in the Environmental Review Record.

The contractor and all subcontractors shall ensure that these measures and conditions are strictly observed throughout construction activities.

Law, Authority, or Factor	Mitigation Measure
Coastal Zone Management	If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
Endangered Species	The USACE permits for the proposed water-dependent projects (Water Street Hotel, JV Gander, Scipio Creek Marina, and Andiers Pier) have permit conditions that include the following: <ol style="list-style-type: none"><li data-bbox="831 1543 1404 1717">1. The Permittee shall comply with National Marine Fisheries Service's "Protected Species Construction Conditions, NOAA Fisheries Southeast Regional Office" dated May 2021<li data-bbox="831 1726 1404 1822">2. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011".<li data-bbox="831 1831 1404 1927">3. Use and maintenance of turbidity curtains and other best management practices during in-water work; and

	<p>4. Compliance with all permit-specific limits of work, reporting, monitoring, and construction conditions.</p> <p>The language of the above-referenced conditions are attached to the referenced permits. Construction contractors performing work in permitted areas shall comply with all applicable permit terms and conditions.</p>
<p>Historic Preservation</p>	<p>If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.</p> <p>The Seminole Tribe has requested the following: “Due to the status of FR00829 (Battery Park) as having been determined eligible for the National Register of Historic Places by Florida SHPO, a Secretary of the Interior qualified archaeological monitor be present for any ground disturbing activities within the boundaries of the site.” The contractor shall coordinate with the project engineer throughout construction to satisfy this requirement.</p>
<p>Floodplain Management</p>	<p>The entire project area is located inside the floodplain (Zone X Shaded, Zone AE, and Zone VE). Therefore, the 8-step review process was conducted for the project. The 8-step analysis found no practicable alternative to the proposed project. The project is limited to the demolition of buildings, the repair / replacement of dock structures along the waterfront, extension of sidewalks, street landscaping, and lighting. Completing this project as described would have minimal impact to floodplains and be a benefit to the community. The natural and beneficial</p>

	<p>functions of the floodplain would be maintained and no mitigation is required.</p> <p>An Early Public Notice was posted to the City of Apalachicola’s website on 8/21/2024 and stated that the City of Apalachicola will be identifying and evaluating practicable alternatives to locating the action in the floodplain and wetlands, and the potential impacts on the floodplain and wetlands from the proposed action. No comments were received on the Early Floodplain Notice.</p>
<p>Wetlands Protection</p>	<p>The proposed projects waterward of the Mean High Water line (i.e., dock demolition, repairs, reconstruction) will impact +/- 1.64 acres of wetland and/or surface waters of Apalachicola Bay. These projects required Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers (USACE) permitting. The USACE permits for the proposed water-dependent projects (Water Street Hotel, JV Gander, Scipio Creek Marina, and Andiers Pier) have permit conditions that include the following:</p> <ol style="list-style-type: none"> 1. The Permittee shall comply with National Marine Fisheries Service’s “Protected Species Construction Conditions, NOAA Fisheries Southeast Regional Office” dated May 2021 2. The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011”. <p>The contractor and all subcontractors shall comply with all applicable permit requirements.</p> <p>The 8-step process was performed to address the requirements of Executive Order 11990. The analysis found that no wetlands would be permanently impacted as a result of the project; therefore, no mitigation is needed.</p> <p>Best management practices (BMPs) shall be utilized and maintained as necessary to prevent erosion and/or sedimentation outside the project area. The project would include silt fencing for erosion control during construction.</p> <p>An Early Public Notice was posted to the City of Apalachicola’s website on 8/21/2024 and stated that the City of Apalachicola will be identifying and evaluating practicable alternatives to locating</p>

	<p>the action in the floodplain and wetlands, and the potential impacts on the floodplain and wetlands from the proposed action. No comments were received on the Early Notice. A Final Notice will be published with the joint “Notice of Finding of No Significant Impact and Notice of Intent to Request Release of Funds” for the project, at which time final comments from all interested agencies, groups, and/or individuals will be solicited.</p>
<p>Soil Erosion and/or Sedimentation</p>	<p>The project shall include silt fencing for erosion control during construction. Post construction, the impact areas shall be returned to pre-construction conditions (re-sodded, asphalt, sidewalk, etc.)</p>
<p>Contamination and Toxic Substances</p>	<p>All construction / demolition debris shall be properly disposed of in accordance with state and local requirements.</p> <p>Any identified contaminated soils, solid wastes, chemicals, and hazardous materials shall be properly handled and disposed of in accordance with applicable state and/or federal guidelines.</p> <p>Asbestos surveys, removal, and disposal are to be conducted in accordance with all state and federal regulations. The Contractor shall coordinate with the project engineer throughout construction to ensure this requirement is met. All documentation pertaining to asbestos surveys, removal and disposal shall be promptly provided to the City for submission to FloridaCommerce.</p>
<p>Clean Air</p>	<p>All soil stockpiles shall be properly contained to prevent airborne dispersal of sediment during demolition and/or construction activities. Equipment shall be maintained in good working order to prevent atypical levels of exhaust discharge.</p> <p>Best management practices shall be applied for control of unconfined particulate matter from construction activity according to Rule 62-296.320(4)(c), Florida Administrative Code.</p>

ATTACHMENT E

SECTION 3 REQUIRED FORMS

***Note: These forms **MUST** be completed and submitted*

***WITH THE BID PACKAGE.** ***

SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. 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 USC.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.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, 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 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 24 CFR part 75.
- V. 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.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. 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 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

FORM 1- SECTION 3 ASSESSMENT AND CERTIFICATIONS

Instructions:

This form must be completed for ALL projects and must be submitted prior to contract execution.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contractor Information:

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:

- Your business is at least 51% owned and controlled by low- or very low-income persons
- Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
- Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- None of the above

2. Will you be hiring new employees or providing new training opportunities because of this contract? Yes No

3. Will you be using subcontractors to complete this project? Yes No

If your bid/contract amount is not greater than \$200,000, then you must submit the following forms prior to contract execution:

1. FORM 1 - Section 3 Assessment and Certifications
2. FORM 2 - Subcontractor Information

If your bid/contract amount is greater than \$200,000, you must submit Forms 1-5 and Form 9 prior to contract execution. If you or any of your subcontractors are certifying as a Section 3 Business Concern prior to contract execution, Form 6 and Form 7 and/or Form 8 must be included for each contractor or subcontractor claiming Section 3 status at contract execution.

1. FORM 1- Section 3 Assessment and Certifications
2. FORM 2 - Subcontractor Information
3. FORM 3 - Employee Roster
4. FORM 4 - Planned Qualitative Efforts
5. FORM 5 - Section 3 Contract Clause
6. FORM 6 - Section 3 Business Concern Certification
7. FORM 7 - Section 3 Worker and Targeted Section 3 Worker Self Certification
8. FORM 8 - Section 3 Worker and Targeted Section 3 Worker Employer Certification
9. FORM 9 - Section 3 Plan
10. FORM 10 - Section 3 Monthly Compliance Report (Not required to be submitted prior to contract execution but included for awareness if contract is awarded.)

All subcontractors participating in a Section 3-covered project shall complete the same applicable Section 3 forms required of the prime contractor, based on the project threshold, the nature of the subcontracted work, and any claimed Section 3 status. The prime contractor is responsible for ensuring that each subcontractor submits all required forms and supporting documentation and complies with ongoing Section 3 reporting obligations.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 Housing and Urban Development Act of 1968 (24 CFR Part 75)	<input type="checkbox"/>	<input type="checkbox"/>	
	I understand that I must complete Form 1 and Form 2 and submit them prior to contract execution even if my bid is under \$200,000.	<input type="checkbox"/>	<input type="checkbox"/>	
Projects over \$200K:	I have included/will include the Section 3 Clause (Form 5) in all subcontracts for which Section 3 compliance is required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit monthly and final Section 3 reports, associated forms as applicable and supporting documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation, and I have completed FORMS 1 through 4 and Form 9 and all other applicable forms as required and submitted them prior to contract execution.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Authorized Representative Signature

Date

FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for ALL projects (regardless of whether Section 3 is triggered) and must be submitted prior to contract execution. If the project will receive over \$200,000 in HUD funds, this form must be updated and re-submitted at the time that the Notice to Proceed is issued and again with the monthly and final Section 3 compliance report(s).

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Check the box that applies and complete the table if applicable:

- This project WILL NOT utilize subcontractors.
- This project MAY POSSIBLY utilize the following subcontractors:

No.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount	Section 3 Business Concern (Y/N)**
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

****If the subcontractor is identified as a Section 3 Business Concern, bidder/contractor must include a *Section 3 Business Concern Certification* along with all the supporting documentation required.**

FORM 3 – EMPLOYEE ROSTER

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted prior to contract execution and again with the monthly and final Section 3 compliance report(s).

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes each worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Hire Date	Employer	Job Category/Trade	Section 3 Worker (Y/N)**	Targeted Section 3 Worker (Y/N)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Please note that your business may be eligible for Section 3 Business certification if at least 75% of all labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the 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);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>.)

**** If Section 3 status is marked "Yes", bidder/contractor/subcontractor must submit a Section 3 Self Certification Form or a Section 3 Employer Self Certification Form.**

FORM 4 – PLANNED QUALITATIVE EFFORTS

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted prior to contract execution, as well as with all monthly, quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts you will make to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

2. Describe all efforts you will make to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)

3. Describe all additional qualitative efforts you will make to comply with Section 3 requirements. See below for examples.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other:

4. If there will be employment opportunities associated with your project, attach a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

FORM 5 – SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clauses:

- I. 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 USC.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.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- III. 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 and set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, 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 75. The contractor will not subcontract with any subcontractor if the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. 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.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. 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 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

FORM 6 - SECTION 3 BUSINESS CONCERN CERTIFICATION – 2026

Instructions:

This form must be completed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Business Name:	Address:
Authorized Representative:	Title:
Phone #:	Email:

Does the business listed above qualify as a Section 3 business concern as outlined in 24 CFR 75.5?

Yes No

The business qualifies a Section 3 business concern if it satisfies at least one of the following criteria, as documented within the last six-month period (*check all that apply*).

- The business is at least 51% owned and controlled by low- or very low-income persons based on the HUD income limits reported below.
- At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers as defined by 24 CFR Part 75 – i.e., workers who currently are, or when hired within the past five years were low-income persons or YouthBuild participants.

Documentation in support of the qualification as a Section 3 business concern that you have selected above must be submitted along with this form. This documentation can be found on page 2 of this Form.

Business Concern Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the subrecipient may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

FORM 6 - SECTION 3 BUSINESS CONCERN CERTIFICATION – 2026 - CONTINUED

Section 3 Business Concern Documentation

If claiming Section 3 Business Concern status, the following must be submitted for each numbered section chosen by each contractor/subcontractor:

1. The business is at least 51% owned and controlled by low- or very low-income persons based on the HUD income limits reported below.
 - a. Section 3 Worker and Targeted Section 3 Worker Self Certification(s) for all owners claiming Section 3 status for current year
 - b. Copy of most recent individual income tax return for all owners claiming Section 3 status
 - c. Copy of the operating agreement showing ownership percentages

2. At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - a. Section 3 Worker and Targeted Section 3 Worker Self Certification for all owners claiming Section 3 status for current year
 - b. Copy of lease in a federally assisted program **or** copy of evidence of participation in public assistance program that assists low or very low-income persons **or** copy of receipt of public assistance for all owners claiming Section 3 status
 - c. Copy of the operating agreement showing ownership percentages

3. Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers as defined by 24 CFR Part 75 – i.e., workers who currently are, or when hired within the past five years were, low-income persons or YouthBuild participants.
 - a. Total hours worked for all projects over the last three months for all workers
 - b. Total labor hours worked by all Section 3 workers and targeted Section 3 workers for all projects over the last three months
 - c. Certified payroll reports which tie back to hours reported in (a) and (b) listed above
 - d. Section 3 Worker and Targeted Section 3 Worker Self Certification forms for all Section 3 workers and/or Section 3 Worker and Targeted Section 3 Worker Employer Certification forms for all Section 3 workers

**FORM 7 SECTION 3 WORKER AND TARGETED SECTION 3
WORKER SELF-CERTIFICATION: 2026
Bay County, FL: Effective 5/1/2026**

Instructions:

1. A Section 3 worker seeking certification shall self-certify and submit this form to the recipient Contractor or Subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75 (21).
2. Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Submitted to: _____ (“Contractor”) (“Subcontractor”).
 I, _____, am a legal resident of _____.
 My permanent address is: _____.

I am a Section 3 resident because **(must check one)**:

- I am currently employed by a Section 3 business concern.
- I am currently, or within the past five years have been, living within one mile of the Section 3 project.
- I am currently, or within the past five years have been, a YouthBuild participant.
- I am currently below the income limit for this year or at the time of hire was below the income limit established by HUD for the past five years as indicated below.

Franklin County, FL (Circle Every Year That Applies)

Fiscal Year	2026 Eff. 5/1/26	2025 Eff. 4/1/25	2024 Eff. 4/1/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21
Low – Income (80% AMI)	\$46,100	\$42,500	\$38,950	\$36,650	\$34,650	\$32,550

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part 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.

I can provide the following documentation as evidence of my status (if requested, I can provide at least one):

- Copy of lease in a Federally assisted program
- Copy of receipt of public assistance
- Copy of evidence of participation in public assistance program that assists low or very low-income persons
- Copy of individual income tax return(s)

Employee Affirmation

I affirm that the above statements are true and complete, and hereby certify, under penalty of law, that the information provided is correct to the best of my knowledge and belief.

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FORM 8 SECTION 3 WORKER AND TARGETED SECTION 3 WORKER EMPLOYER CERTIFICATION – 2026
Franklin County, FL: Effective 5/1/2026

Instructions:

- Contractors on Section 3 projects must submit this form for each employee reported as a Section 3 worker or Targeted Section 3 Worker, as defined in 24 CFR Part 75 (21).

Section 3 Worker Name:	Address:
Position/Job Title:	Project:
Employer Name:	Authorized Representative Name and Title:
Employer Phone #:	Employer Email:

1. Does the employee listed above qualify as a Section 3 worker per 24 CFR 75.5?

- Yes No

A Section 3 worker means any worker who currently fits, or when hired within the past five years fit, at least one of the following criteria, as documented (*check all that apply*).

- The worker is employed by a Section 3 Business Concern.
- The worker is a YouthBuild participant.
- The worker's income for the previous or annualized calendar year is below the income limit established by HUD as outlined below.

Franklin County, FL (Circle Every Year That Applies)

Fiscal Year	2026 Eff. 5/1/26	2025 Eff. 4/1/25	2024 Eff. 4/1/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21
Low – Income (80% AMI)	\$46,100	\$42,500	\$38,950	\$36,650	\$34,650	\$32,550

2. Does the employee listed above qualify as a Targeted Section 3 worker per 24 CFR 75.21?

- Yes No

A Targeted Section 3 worker means any worker who currently fits, or when hired within the past five years for, at least one of the following criteria, as documented (*check all that apply*).

- The worker is employed by a Section 3 business concern.
- The worker currently fits or when hired fit at least one of the following categories, as documented within the past five years.
 - Living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - A YouthBuild participant.

Employer Certification

By submitting this form, I hereby certify under penalty of perjury that the information provided above is true and correct, and that I am authorized on behalf of the company to make this certification. I agree to provide documentation verifying the employee's Section 3 eligibility if requested.

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

**FORM 7 SECTION 3 WORKER AND TARGETED SECTION 3
WORKER SELF-CERTIFICATION: 2026
Gulf County, FL: Effective 5/1/2026**

Instructions:

1. A Section 3 worker seeking certification shall self-certify and submit this form to the recipient Contractor or Subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75 (21).
2. Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Submitted to: _____ (“Contractor”) (“Subcontractor”).
I, _____, am a legal resident of _____.
My permanent address is: _____.

I am a Section 3 resident because **(must check one)**:

- I am currently employed by a Section 3 business concern.
- I am currently, or within the past five years have been, living within one mile of the Section 3 project.
- I am currently, or within the past five years have been, a YouthBuild participant.
- I am currently below the income limit for this year or at the time of hire was below the income limit established by HUD for the past five years as indicated below.

Gulf County, FL (Circle Every Year That Applies)

Fiscal Year	2026 Eff. 5/1/26	2025 Eff. 4/1/25	2024 Eff. 4/1/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21
Low – Income (80% AMI)	\$48,200	\$43,850	\$40,150	\$36,550	\$34,550	\$32,900

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part 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.

I can provide the following documentation as evidence of my status (if requested, I can provide at least one):

- Copy of lease in a Federally assisted program
- Copy of receipt of public assistance
- Copy of evidence of participation in public assistance program that assists low or very low-income persons
- Copy of individual income tax return(s)

Employee Affirmation

I affirm that the above statements are true and complete, and hereby certify, under penalty of law, that the information provided is correct to the best of my knowledge and belief.

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FORM 8 SECTION 3 WORKER AND TARGETED SECTION 3 WORKER EMPLOYER CERTIFICATION – 2026
Gulf County, FL: Effective 5/1/2026

Instructions:

1. Contractors on Section 3 projects must submit this form for each employee reported as a Section 3 worker or Targeted Section 3 Worker, as defined in 24 CFR Part 75 (21).

Section 3 Worker Name:	Address:
Position/Job Title:	Project:
Employer Name:	Authorized Representative Name and Title:
Employer Phone #:	Employer Email:

1. Does the employee listed above qualify as a Section 3 worker per 24 CFR 75.5?

- Yes No

A Section 3 worker means any worker who currently fits, or when hired within the past five years fit, at least one of the following criteria, as documented (*check all that apply*).

- The worker is employed by a Section 3 Business Concern.
- The worker is a YouthBuild participant.
- The worker's income for the previous or annualized calendar year is below the income limit established by HUD as outlined below.

Gulf County, FL (Circle Every Year That Applies)

Fiscal Year	2026 Eff. 5/1/26	2025 Eff. 4/1/25	2024 Eff. 4/1/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21
Low – Income (80% AMI)	\$43,200	\$43,850	\$40,150	\$36,550	\$34,550	\$32,900

2. Does the employee listed above qualify as a Targeted Section 3 worker per 24 CFR 75.21?

- Yes No

A Targeted Section 3 worker means any worker who currently fits, or when hired within the past five years for, at least one of the following criteria, as documented (*check all that apply*).

- The worker is employed by a Section 3 business concern.
- The worker currently fits or when hired fit at least one of the following categories, as documented within the past five years.
 - Living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - A YouthBuild participant.

Employer Certification

By submitting this form, I hereby certify under penalty of perjury that the information provided above is true and correct, and that I am authorized on behalf of the company to make this certification. I agree to provide documentation verifying the employee's Section 3 eligibility if requested.

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

**FORM 7 SECTION 3 WORKER AND TARGETED SECTION 3
WORKER SELF-CERTIFICATION: 2026
Bay County, FL: Effective 5/1/2026**

Instructions:

1. A Section 3 worker seeking certification shall self-certify and submit this form to the recipient Contractor or Subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75 (21).
2. Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Submitted to: _____ (“Contractor”) (“Subcontractor”).
 I, _____, am a legal resident of _____.
 My permanent address is: _____.

I am a Section 3 resident because **(must check one)**:

- I am currently employed by a Section 3 business concern.
- I am currently, or within the past five years have been, living within one mile of the Section 3 project.
- I am currently, or within the past five years have been, a YouthBuild participant.
- I am currently below the income limit for this year or at the time of hire was below the income limit established by HUD for the past five years as indicated below.

Bay County, FL (Circle Every Year That Applies)

Fiscal Year	2026 Eff. 5/1/26	2025 Eff. 4/1/25	2024 Eff. 4/1/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21
Low – Income (80% AMI)	\$55,400	\$52,750	\$48,450	\$44,100	\$42,100	\$37,650

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part 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.

I can provide the following documentation as evidence of my status (if requested, I can provide at least one):

- Copy of lease in a Federally assisted program
- Copy of receipt of public assistance
- Copy of evidence of participation in public assistance program that assists low or very low-income persons
- Copy of individual income tax return(s)

Employee Affirmation

I affirm that the above statements are true and complete, and hereby certify, under penalty of law, that the information provided is correct to the best of my knowledge and belief.

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FORM 8 SECTION 3 WORKER AND TARGETED SECTION 3 WORKER EMPLOYER CERTIFICATION – 2026
Bay County, FL: Effective 5/1/2026

Instructions:

- Contractors on Section 3 projects must submit this form for each employee reported as a Section 3 worker or Targeted Section 3 Worker, as defined in 24 CFR Part 75 (21).

Section 3 Worker Name:	Address:
Position/Job Title:	Project:
Employer Name:	Authorized Representative Name and Title:
Employer Phone #:	Employer Email:

1. Does the employee listed above qualify as a Section 3 worker per 24 CFR 75.5?

- Yes No

A Section 3 worker means any worker who currently fits, or when hired within the past five years fit, at least one of the following criteria, as documented (*check all that apply*).

- The worker is employed by a Section 3 Business Concern.
- The worker is a YouthBuild participant.
- The worker's income for the previous or annualized calendar year is below the income limit established by HUD as outlined below.

Bay County, FL (Circle Every Year That Applies)

Fiscal Year	2026 Eff. 5/1/26	2025 Eff. 4/1/25	2024 Eff. 4/1/24	2023 Eff. 5/15/23	2022 Eff. 4/18/22	2021 Eff. 4/1/21
Low – Income (80% AMI)	\$55,400	\$52,750	\$48,450	\$44,100	\$42,100	\$37,650

2. Does the employee listed above qualify as a Targeted Section 3 worker per 24 CFR 75.21?

- Yes No

A Targeted Section 3 worker means any worker who currently fits, or when hired within the past five years for, at least one of the following criteria, as documented (*check all that apply*).

- The worker is employed by a Section 3 business concern.
- The worker currently fits or when hired fit at least one of the following categories, as documented within the past five years.
 - Living within the service area or neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - A YouthBuild participant.

Employer Certification

By submitting this form, I hereby certify under penalty of perjury that the information provided above is true and correct, and that I am authorized on behalf of the company to make this certification. I agree to provide documentation verifying the employee's Section 3 eligibility if requested.

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FORM 9: Section 3 Project Plan

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)

Instructions

1. All Contractors and Subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the Contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The Contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Company Name: _____ Project: _____

Grant No: _____

Subcontractor: _____

Contact Person / Phone #: _____ Contract Amount: _____

Contract Date: _____

Are you a Certified Section 3 business concern?

- Yes, certification and supporting documentation were provided by the Grant Administrator.
- No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- Construction Contractor
- Non-Construction Contractor

Section 3 Work Hours

The Contractor has minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated below shall apply to project hours worked including subcontracting. The Contractor's minimum Section 3 goals are as follows:

- Twenty-Five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
- Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

The Contractor will further ensure that, to the greatest extent feasible, its Subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The Contractors and Subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: 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).
- 2nd: Participants in HUD YouthBuild programs (category 2 residents).
- 3rd: 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.
- 4th: Other Section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD YouthBuild programs (category 2 businesses);
- 3rd: Other Section 3 business concerns.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures according to 24 CFR 75.25 (b)(1-14)(as described in the Section 3 Compliance section) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing some of the examples as set forth in the Section 3 Compliance section.

If the project generates training opportunities, then the Contractor will give preference for those training opportunities to Section 3 residents. Such training opportunities might include internships or apprenticeships. The Contractor shall implement procedures designed to notify Section 3 residents about the training.

Definitions

- a. A "Section 3 Worker" is
 - Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - 1 The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - 2 The worker is employed by a Section 3 business concern.
 - 3 The worker is a YouthBuild participant.
 - The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
 - Nothing in this part 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. A "Targeted Section 3 Worker" is
 - A worker employed by a Section 3 business concern; or
 - A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - 1 Living within the service area or the neighborhood of the project, as defined in § 75.5; or
 - 2 A YouthBuild participant.
- c. A "Section 3 business concern" means a business concern—
 - A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - 1 It is at least 51 percent owned and controlled by low or very low-income persons;
 - 2 Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - 3 It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - 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.
 - Nothing in this part 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. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- e. Hiring Categories as identified by HUD:

1. PROFESSIONALS.

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.

2. TECHNICIANS.

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post--high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-- the--job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

3. OFFICE AND CLERICAL.

Includes all clerical--type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory--type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non--protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter

and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 75.27 (see Section 3 Compliance section).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or Subcontractor) will report Section 3 activities to the Grant Administrator on a weekly, monthly, and quarterly basis on the provided Section 3 Compliance Report. The state pass-through agency or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor. As the Contractor or Subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to Subcontractors (i.e., 25 percent of hours for Section 3 workers and 5 percent of hours for Targeted Section 3 workers). In addition, the efforts to comply with Section 3 shall be reported each week, month, and quarter as directed by the state pass-through agency and any required documentation shall be submitted as set forth below. Reports in a form provided by the administrator shall be required each month and quarter capturing the following data:

- The number of Section 3 and Targeted Section 3 hours worked on the project.
- The number of full-time positions generated by the Section 3 covered work.
- Of those full-time positions, the number of Section 3 employees hired to work on the Section 3 covered work.
- Supporting certifications of reported Section 3 residents (and, if requested, supporting documentation).
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 Subcontractors and Certifications of all Section 3 resident employees.
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

Section 3 Compliance Monitoring of Contractors and Subcontractors

The Grant Administrator shall periodically monitor the compliance of its Contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the Subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its Subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

Date

Signature of Company Representative

Section 3 Monthly Compliance Report

Instructions: All Subrecipients, Contractors, and Subcontractors on Section 3 projects must complete and submit this Section 3 Compliance Report. The report summarizes efforts and progress toward achieving the Section 3 benchmarks. If more space is needed, you may attach additional pages, a spreadsheet supplying the required information, or a letter to further state your efforts, achievements, or obstacles encountered. Attach all supporting documentation including Section 3 Worker Certification forms, payroll information, and evidence of qualitative efforts to comply with Section 3 as applicable.

Business Name:	Project:
Authorized Representative:	Title:
Phone #:	Email:
Reporting Period:	

Labor Hours

Report the number of labor hours worked on this project during the **MONTHLY** reporting period by ALL workers, Section 3 workers, and Targeted Section 3 workers.

Note – Subrecipients/Contractors may count an employee as Section 3 or Targeted Section 3 for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

1. Section 3 hours

A. Total number of labor hours worked by ALL workers	B. Number of labor hours worked by Section 3 workers	% Section 3 hours (Divide column B by column A)
		%

2. Targeted Section 3 hours

A. Total number of labor hours worked by ALL workers	B. Number of labor hours worked by Targeted Section 3 workers	% Targeted Section 3 hours (Divide column B by column A)
		%

3. Documentation

You must provide documentation supporting labor hours data. Check below as appropriate.

- Section 3 Monthly Employee Roster (This will include all Weekly Labor Hours)
- Section 3 Resident Certification for New Hires (if applicable)
- E-Verify for New Hires
- Documentation for any New Subcontractor

Qualitative Efforts

Check the boxes below to indicate the efforts you have made to satisfy your Section 3 obligations, or nature of activities you have pursued **IN THE ABSENCE OF MEETING THE LABOR HOUR BENCHMARKS, along with supporting documentation to support each effort performed.**

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other: Please describe:

Additional Comments/Notes:

On behalf of the above-referenced company, I certify, under penalty of perjury, reflecting employees working on the Section 3 covered project, is true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of the company's contract and debarment or prosecution.

Authorized Representative Signature

Date