



# JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593 phone

## ADDENDUM TO IFB

IFB Number: IFB 17-009/JW

IFB Title: Jefferson County Sheriff's Office Hangar Building  
at Jack Brooks Regional Airport

IFB Due: **11:00 am CDT, Tuesday, April 25, 2017**

Addendum No.: 1

Issued (Date): March 29, 2017

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

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### **Reason for Issuance of this addendum: Additional Bid Requirements & Required Forms**

- Current Davis-Bacon Wage Determinations
- § 135.38 Section 3 Clause
- Local Opportunity Plan Section 3 **(Form)**
- Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities **(Form)**
- Section 3 Certification of Selected Bidder **(Form)**
- Contractor Certifications **(Forms)**
- Section 504 Certification **(Form)**
- American Recovery and Reinvestment Act/Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements **(Form)**
- Equal Opportunity Guidelines for Construction Contractors
- Title 29: Labor
- SF-LLL Instructions & **Form**: Disclosure of Lobbying Activities
- Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees **(Form)**
- Contractor's Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements **(Form)**
- HUD Complaint Register (HUD-958 **Form** & Instructions)
- Non-Collusion Affidavit of Prime Bidder **(Form)**
- Bid Bond **(Form)**
- Certificate as to Corporate Principal **(Form)**
- Payment Bond **(Form)**
- Performance Bond **(Form)**
- Attorney's Review Certification **(Form)**

**ADDENDUM NO. 1 COVER SHEET - CONTINUED**

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**The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.**

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Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Bidder)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

\_\_\_\_\_  
Address



	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85
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IRON0084-011 06/01/2015		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.02	6.35
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IRON0135-002 12/01/2014		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.25	9.25
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PLUM0068-001 10/01/2016		
	Rates	Fringes
PLUMBER.....	\$ 29.74	9.74
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PLUM0211-009 10/01/2015		
	Rates	Fringes
PIPEFITTER.....	\$ 33.13	10.31
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SHEE0054-007 07/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 25.67	12.39
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SUTX2014-032 07/21/2014		
	Rates	Fringes
CARPENTER.....	\$ 17.98	3.72
CEMENT MASON/CONCRETE FINISHER...\$	13.44	0.00
FORM WORKER.....	\$ 13.02	0.00
IRONWORKER, REINFORCING.....	\$ 12.95	0.00
LABORER: Common or General.....	\$ 12.04	0.00
LABORER: Mason Tender - Brick...\$	12.90	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50	0.00
LABORER: Pipelayer.....	\$ 13.47	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 11.04	0.36

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 18.65	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.88	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 17.69	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 16.00	0.00
PAINTER (Brush, Roller, and		
Spray).....	\$ 16.75	4.51
ROOFER.....	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct		
Installation Only).....	\$ 26.89	10.38
TILE FINISHER.....	\$ 12.00	0.00
TILE SETTER.....	\$ 16.17	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer		
Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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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 [www.dol.gov/whd/govcontracts](http://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) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION





### **§ 135.38 Section 3 Clause.**

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) 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).

LOCAL OPPORTUNITY PLAN  
SECTION 3 PLAN FORMAT  
CONTRACTOR or SUBCONTRACTOR  
(if either contract exceeds \$100,000.00)

\_\_\_\_\_ agrees to implement the following

(NAME OF CONTRACTOR)

specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG/DRS program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
  - B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
  - C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
  - D. \* To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
  - E. \* To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
  - F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
  - G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
  - H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
  - I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
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- J. To list on **Table A** information related to subcontracts to be awarded.
  
- K. To list on **Table B** all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
  
- L. For employment, 30 percent of all “new hires”, at all levels, in conjunction with the CDBG/DRS project must be targeted to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.
  
- M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be targeted to Section 3 Business Concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of \_\_\_\_\_, we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint \_\_\_\_\_ as the EEO Officer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* Loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.





**TABLE B**

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**SPECIFY TRADE CLASSIFICATION:** \_\_\_\_\_

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**SPECIFY TRADE CLASSIFICATION:** \_\_\_\_\_

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**SPECIFY TRADE CLASSIFICATION:** \_\_\_\_\_

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City/County of \_\_\_\_\_ whose family income does not exceed 80% of the median income in the State.

\_\_\_\_\_  
(EEO Officer's Signature)

\_\_\_\_\_  
(COMPANY NAME)

**USE ADDITIONAL PAGES IF NECESSARY**

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Contract Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000);
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000); and
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name & Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 3 CERTIFICATION OF SELECTED BIDDER**

**Completed by Prime Contractor Only**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

**(Complete Section I or II)**

I. A. The positions listed under part B that have been filled by \_\_\_\_\_  
(Name of Prime Contractor)  
since being notified of contract selection on \_\_\_\_\_  
(Date of Award/Selection)

were not filled to circumvent the contractor's obligations to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 residents of the Housing & Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since \_\_\_\_\_  
(Date of Contract Award/Selection)

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

**OR**

II. No employment positions have been filled since \_\_\_\_\_  
(Date of Contract Award/Selection)

\_\_\_\_\_  
Name of Signatory (print or type)

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE: This certification must be made BEFORE contract execution (24 CFR 135.38 (e))**

## CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

### CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

#### INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

#### CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

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

Yes

No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
 CONTRACTOR'S CERTIFICATION

**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_  
 \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. Certifies that:

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

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

\_\_\_\_\_  
(Contractor)

Date \_\_\_\_\_

By \_\_\_\_\_

# SECTION 504 CERTIFICATION

## POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The \_\_\_\_\_ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Telephone Number ( ) \_\_\_\_\_ - \_\_\_\_\_ Voice  
( ) \_\_\_\_\_ - \_\_\_\_\_ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

# American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. He certifies that:

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

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF _____
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

\_\_\_\_\_  
(Contractor)

Date \_\_\_\_\_

By \_\_\_\_\_

**Equal Opportunity Guidelines for Construction Contractors**

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**  
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**  
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**  
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**  
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**  
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**  
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**  
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**  
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**  
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
10. **What recruitment efforts are made for Section 3 residents, minorities and women?**  
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**  
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**  
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**  
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**  
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**  
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**  
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**  
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

## TITLE 29--Labor

### Subtitle A--OFFICE OF THE SECRETARY OF LABOR

#### 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

##### SEC.

- 3.1 Purpose and Scope
- 3.2 Definitions
- 3.3 Weekly Statement with respect to payment of wages
- 3.4 Submission of weekly statement and the preservation and inspection of weekly payroll records
- 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- 3.7 Applications for the approval of the Secretary of Labor
- 3.8 Action by the Secretary of Labor upon applications.
- 3.9 Prohibited payroll deductions
- 3.10 Method of payment of wages
- 3.11 Regulations part of contract

**AUTHORITY:** The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. §48:Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

**SOURCE:** The provisions of this Part 3 appear at 29 F.R. 97, Jan.4, 1964, unless otherwise noted.

##### § 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the

Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

##### § 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal



agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed and receiving wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

### **§ 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3

and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] **§ 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

**§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law,

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for

the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

### **§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### **§ 3.7 Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

### **§ 3.8 Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

### **§ 3.9 Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

### **§ 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

**§ 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
4040-0013

## Review Public Burden Disclosure Statement

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted] Congressional District, if known: [Redacted]		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>		
<b>6. * Federal Department/Agency:</b> [Redacted]	<b>7. * Federal Program Name/Description:</b> [Redacted] CFDA Number, if applicable: [Redacted]	
<b>8. Federal Action Number, if known:</b> [Redacted]	<b>9. Award Amount, if known:</b> \$ [Redacted]	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted]		
<b>b. Individual Performing Services</b> (Including address if different from No. 10a) Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] * Street 1 [Redacted] Street 2 [Redacted] * City [Redacted] State [Redacted] Zip [Redacted]		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: [Redacted] *Name: Prefix [Redacted] * First Name [Redacted] Middle Name [Redacted] * Last Name [Redacted] Suffix [Redacted] Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO  
SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: \_\_\_\_\_ Contract #: \_\_\_\_\_  
Project Name: \_\_\_\_\_

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

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed \_\_\_\_\_ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: \_\_\_\_\_ Insert name, address, phone number & email address of person appointed as payroll officer  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Identifying Signature of Appointee

\_\_\_\_\_  
Signature of Appointing Officer:

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

**CONTRACTOR'S CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

Contract Number: \_\_\_\_\_ Grantee/Locality: \_\_\_\_\_

The undersigned, \_\_\_\_\_, of \_\_\_\_\_  
(Name of Signatory Party) (Name of Construction Company)

certifies to the best of his/her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
TITLE 



# Complaint Register

Under Section 3 of the Housing  
And Urban Development Act of 1968

## U.S. Department of Housing and Urban Development

Office of Fair Housing  
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)

(Expires 11/30/2018)

**Instructions:** This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

<b>1. Complainant Information:</b>	
Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

<b>2. You are: (check all that apply)</b>	
<input type="checkbox"/> Low/Very Low Income Person	<input type="checkbox"/> Section 3 Business
<input type="checkbox"/> Public Housing Resident	<input type="checkbox"/> A Representative of a Section 3 Business
<input type="checkbox"/> HUD Youthbuild Participant	<input type="checkbox"/> Other: _____
<input type="checkbox"/> A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)	

<b>3. Basis for alleged noncompliance with Section 3:</b>			
<input type="checkbox"/> Denied Training	<input type="checkbox"/> Denied Employment	<input type="checkbox"/> Denied Contracting	<input type="checkbox"/> Other (see below in item 6)

<b>4. Complaint is against: (check one or more boxes)</b>			
<input type="checkbox"/> Recipient of HUD Funds (Such as: a PHA, city/county agency, etc.)	<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Other (please specify): _____

<b>5. Who is this complaint being filed against?</b>	
Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

**6. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?**  
 (Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
<input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities <input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts <input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities <input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36 <input type="checkbox"/> Failed to award contracts to Section 3 businesses <input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements <input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements <input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities <input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>	<input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3 <input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements <input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause <input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause <input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3 <input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34 <input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>

**7. When did the act(s) checked above occur? (Include the most recent date if several dates are involved):**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Month      Day      Year

\* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

**8. Project name or location where alleged violation occurred? (If applicable):**

Project Name (if applicable): \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Local Contracting Agency (LCA): \_\_\_\_\_

**9. Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against: (Check all that apply)**

<input type="checkbox"/> PIH Operating Subsidy	<input type="checkbox"/> Other PIH Assistance	<input type="checkbox"/> Neighborhood Stabilization Program (NSP) Assistance	<input type="checkbox"/> Section 811 Supportive Housing for the Disabled
<input type="checkbox"/> PIH Capital Fund Subsidy	<input type="checkbox"/> Community Development Block Grants (CDBG)	<input type="checkbox"/> Other Community Development Assistance	<input type="checkbox"/> Project Based Housing Vouchers
<input type="checkbox"/> Choice Neighborhood Initiative Grant	<input type="checkbox"/> HOME Investment Partnership Funding	<input type="checkbox"/> Lead-Based Paint	<input type="checkbox"/> Other HUD Housing Assistance
<input type="checkbox"/> HOPE VI Grant	<input type="checkbox"/> McKinney Homeless Assistance	<input type="checkbox"/> Section 202 Supportive Housing for the Elderly	<input type="checkbox"/> Other Covered HUD Funding

<b>10. Description of act(s) or incident(s) involving alleged violation of Section 3:</b> Summarize what happened? Attach additional information if necessary	
<b>11. Declaration Statement</b>  I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.	
Signature	Date

## Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

### What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that **when** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

### Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: <http://www.huduser.org/portal/datasets/il.html> to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

### What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

- A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
- B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000; and
- C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

### **What can you do about violations of the Law?**

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting [www.hud.gov/section3](http://www.hud.gov/section3) or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

**Authority:** Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

**Purpose:** The information requested on this form is to be used to investigate and process Section 3 complaints.

**Use:** The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

**Penalty:** Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

#### **Privacy Act of 1974 (P.L.93-579)**

All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

## Instructions for completing the Section 3 Complaint Register

- Box 1:** Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.
- Box 2:** Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.
- Box 3:** Select the appropriate basis for the complaint which you are filing.
- Box 4:** Select the appropriate option that best describes the person or entity that you are filing this complaint against.
- Box 5:** Provide the name, address, and contact information for the person or entity that you are filing this complaint against.
- Box 6:** Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.
- Box 7:** Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.
- Box 8:** If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.
- Box 9:** Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.  
**NOTE:** In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.
- Box 10:** Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.
- Box 11:** Please sign the complaint and enter the current date.  
**NOTE:** By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.



**Where to file your complaint:**

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

<p><b>BOSTON REGIONAL OFFICE</b> U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax@617) 565-7313 Email: <a href="mailto:complaints_office_01@hud.gov">complaints_office_01@hud.gov</a></p> <p>*Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont</p>	<p><b>FORT WORTH REGIONAL OFFICE</b> U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax@817) 978-5876 Email: <a href="mailto:complaints_office_06@hud.gov">complaints_office_06@hud.gov</a></p> <p>*Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas</p>
<p><b>NEW YORK REGIONAL OFFICE</b> U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: <a href="mailto:complaints_office_02@hud.gov">complaints_office_02@hud.gov</a></p> <p>*Covers the following states: New Jersey and New York</p>	<p><b>KANSAS CITY REGIONAL OFFICE</b> U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: <a href="mailto:complaints_office_07@hud.gov">complaints_office_07@hud.gov</a></p> <p>*Covers the following states: Iowa, Kansas, Missouri, and Nebraska</p>
<p><b>PHILADELPHIA REGIONAL OFFICE</b> U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12<sup>th</sup> Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: <a href="mailto:complaints_office_03@hud.gov">complaints_office_03@hud.gov</a></p> <p>*Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia</p>	<p><b>DENVER REGIONAL OFFICE</b> U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: <a href="mailto:complaints_office_08@hud.gov">complaints_office_08@hud.gov</a></p> <p>*Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming</p>



<p><b>ATLANTA REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Southeast Office  40 Marietta Street  Atlanta, GA 30303  (404) 331-5140  (800) 440-8091  Fax: (404) 331-1021  Email: <a href="mailto:complaints_office_04@hud.gov">complaints_office_04@hud.gov</a></p> <p>*Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands</p>	<p><b>SAN FRANCISCO REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Pacific/Hawaii Office  600 Harrison Street  Third Floor  San Francisco, CA 94107  (415) 489-6536  (800) 347-3739  Fax: (415) 489-6560  Email: <a href="mailto:complaints_office_09@hud.gov">complaints_office_09@hud.gov</a></p> <p>*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada</p>
<p><b>CHICAGO REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Midwest Office  77 W. Jackson Boulevard, Suite 2101  Chicago, IL 60604  (312) 353-7776  (800) 765-9372  Fax: (312) 886-2837  Email: <a href="mailto:complaints_office_05@hud.gov">complaints_office_05@hud.gov</a></p> <p>*Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin</p>	<p><b>SEATTLE REGIONAL OFFICE</b>  U.S. Department of Housing and Urban Development  Northwest/Alaska Office  909 First Avenue  Seattle, WA 98104  (206) 220-5170  (800)877-0246  Fax: (206) 220-5447  Email: <a href="mailto:complaints_office_03@hud.gov">complaints_office_03@hud.gov</a></p> <p>*Covers the following states: Alaska, Idaho, Oregon, and Washington</p>

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Texas )

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_

Title

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

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

Notary Public

My commission expires \_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_, as SURETY are  
held and firmly bound unto (County) hereinafter called the "Local Public Agency", in the penal sum of  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the  
Accompanying Bid, dated \_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after  
the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and  
shall within the period specified therefor, or if no period be specified, within ten (10) days after the  
prescribed forms are presented to him for signature, enter into a written contract with the Local Public  
Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties,  
as may be required, for the faithful performance and proper fulfillment of such contract; or in the event  
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and  
give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference  
between the amount specified in said Bid and the amount for which the local Public Agency may procure  
the required work or supplies or both, if the latter be in excess of the former, then the above obligation  
shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, the name and corporate seal of each corporate party being hereto  
affixed and these present signed by its undersigned representative, pursuant to authority of its  
governing body.

(SEAL)

\_\_\_\_\_

(SEAL)

Attest:

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

Affix  
Corporate  
Seal

Attest:

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

Affix  
Corporate  
Seal

Attest:

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

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate  
Seal

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

\* Power-of-attorney for person signing for Surety Company must be attached to bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation / Partnership)

and \_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts, each on of (Number) which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST: \_\_\_\_\_ (Principal)

\_\_\_\_\_ By \_\_\_\_\_ (s)  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_ (Surety)

\_\_\_\_\_ By \_\_\_\_\_  
(Witness as to Surety) (Attorney in Fact)

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Grant Recipient)

\_\_\_\_\_  
(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.



PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
(Principal)  
By \_\_\_\_\_ (s)  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)      \_\_\_\_\_  
(Address)      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
(Surety)  
By \_\_\_\_\_  
(Witness as to Surety)      \_\_\_\_\_  
(Attorney in Fact)  
\_\_\_\_\_  
(Address)      \_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

## ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Attorney's Name: \_\_\_\_\_

Texas State Bar Number: \_\_\_\_\_