



CONTRACTOR AGREEMENT

NEW CONSTRUCTION – **PROPERTY/PROJECT NAME**

This **Contractor Agreement** (the "Agreement") is made and entered into on **DATE** (the "Effective Date") by and between **Neighborhood Housing Services of San Antonio, Inc.**, a Texas nonprofit corporation (the "OWNER") with its principal place of business at **851 Steves Ave., San Antonio, TX 78210**, and **NAME OF CONTRACTOR** (the "CONTRACTOR") with its principal place of business at **ADDRESS OF CONTRACTOR**, for the construction of a home at **PROPERTY ADDRESS**.

WITNESSETH:

WHEREAS, the OWNER requires the services of a contractor to perform the Work described herein, and

WHEREAS, the OWNER has chosen the CONTRACTOR identified above to execute the Work described in the attached Scope of Work, and

WHEREAS, the CONTRACTOR agrees to execute all of the Work and to provide all labor, material, tools, equipment and supervision necessary to complete the Work as described and in accordance with the bid proposal, plans and/or specifications, and conditions specified for the 'total contract price' identified, and

WHEREAS, the CONTRACTOR agrees to adhere to the Policies and Procedures of Neighborhood Housing Services of San Antonio, Inc., as well as any and all applicable federal, state and local regulations, statutes, and/or building codes.

NOW, THEREFORE BE IT RESOLVED this Agreement is being made between the OWNER and CONTRACTOR based on the following terms and conditions:

1. TOTAL CONTRACT PRICE

The Total Contract Price to be paid to the CONTRACTOR under this Agreement is **\$_____**. If a part of the 'total contract price' is to be paid from the proceeds of a loan, then this Agreement is subject to pre-approval of OWNER for a loan of not less than **\$_____**. OWNER shall apply for this financing within **five (5)** business days after the date of this Agreement, shall make every reasonable effort to obtain such approval, and shall execute all instruments required by the lender and/or the title company in conjunction with such loan. Either OWNER or CONTRACTOR

shall have the right to terminate this Agreement if OWNER has not secured the required loan approval within _____ (0) days after the date hereof and, in such event, the parties shall have no further rights or obligations hereunder.

2. CONTRACTOR HEREBY AGREES:

- 2.1. They will commence construction activities as described in the Scope of Work within Twenty-One (21) days after:
 - 2.1.1. OWNER has obtained interim construction financing, if applicable;
 - 2.1.2. All appropriate building permits have been issued and/or appropriate regulatory approvals have been obtained.
- 2.2. They will complete construction as expeditiously as possible. CONTRACTOR will not be responsible for delays caused by changes to plan by OWNER, failure of OWNER to make timely selections or payments, delays caused by change orders, strikes, fires, acts of public authorities, war, inclement weather, allocation or shortages of materials or labor, acts of God, casualties, or other causes beyond CONTRACTOR's reasonable control. Notwithstanding the foregoing sentence, CONTRACTOR agrees to complete construction, as provided herein, within One Hundred and Twenty (120) days from the effective date of this Agreement.
- 2.3. They will perform the work diligently, consistent with normal industry standards and in a good workmanship manner, using only approved materials and methods in order to accomplish said Scope of Work.
- 2.4. They shall be responsible for obtaining all necessary permits for Work to be performed, and the Work being done, or any part thereof shall not be deemed complete until the Work has been accepted as satisfactory by OWNER, the OWNER's design consultants and the applicable code enforcement entities. CONTRACTOR represents that they have visited the site and familiarized themselves with the conditions under which the Work is to be performed.
- 2.5. They will take whatever steps are necessary for the protection of adjacent property, residents, and the general public while executing the Work activity and to notify OWNER of hazardous conditions and shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at Work. At the completion of Work, they shall remove all rubbish from and about the building and all their tools, scaffolding and surplus materials and shall leave the Work clean and tidy.
- 2.6. They will not assign or sublet this contract to any persons or firms without the written consent of OWNER.
- 2.7. They will notify the OWNER if they intend to utilize any sub-contractors to execute all or a part of the Work and will provide the OWNER with the names and address of all sub-contractors prior to commencing Work activity.
- 2.8. They shall indemnify, and hold harmless and defend OWNER, the City of San Antonio and the State of Texas, their agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of any action pursuant to this Agreement.
- 2.9. They shall provide a warranty for all Work performed for a period of one year from the project Completion Date, defined as the date on the certificate of occupancy, or if no

certificate of occupancy is required, the date all electrical, mechanical, and plumbing final inspections, and/or all other required inspections, from any applicable governmental authority having jurisdiction over the Work, are completed. Warranty shall cover any defects in workmanship, equipment, material, and any installed 'design/build' features. CONTRACTOR shall furnish OWNER with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Agreement.

- 2.10. They shall, until three years after final payment under this Agreement, maintain any pertinent books, documents, papers, or other records involving transactions related to this Work for the purposes of making audit, examination, excerpts, and transcriptions.
- 2.11. They shall comply and shall notify all subcontractors of the need to comply with all federal and state laws as more particularly described hereafter under the Section 'Federal and State Compliance Requirements'.

3. OWNER HEREBY AGREES:

- 3.1. To permit CONTRACTOR access to OWNER owned or managed facilities related to the work to be performed;
- 3.2. To cooperate with the CONTRACTOR to facilitate the performance of the Work and to not knowingly hinder the CONTRACTOR in the performance of the Work;
- 3.3. To not permit or make any change or additions to the Scope of Work, plans or specifications without the written approval of the CONTRACTOR;
- 3.4. To maintain general property insurance and liability insurance on the work site to the full insurable value and as allowed by law during the Work period.

4. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OWNER in whole, or from time to time in part, for the convenience of the OWNER or failure of the CONTRACTOR to fulfill the contract obligations either resulting from cause or default. The OWNER shall terminate by notifying CONTRACTOR in person, via telephone, email or regular mail. Upon receipt of this notice, CONTRACTOR shall immediately discontinue all Work activity, remove employees, sub-contractors and personal items from the Work site, and shall deliver to OWNER all information, reports, papers and other materials related to the Work.

If termination is for the convenience of the OWNER, the CONTRACTOR shall be paid for all Work completed to date of termination and for any materials or supplies already on the Work site as of the date of termination.

If termination is due to the failure of the CONTRACTOR to fulfill the contract obligations either resulting from cause or default, OWNER shall take over the Work and prosecute the same to completion and CONTRACTOR shall be obligated for any additional costs incurred by the OWNER. OWNER shall have the right to withhold any payments due CONTRACTOR on date of termination, except OWNER shall pay CONTRACTOR for any reasonable costs incurred by CONTRACTOR before the effective date of the termination.

5. COMPENSATION

OWNER agrees to pay CONTRACTOR for Work described herein up to the maximum amount identified as the 'Total Contract Price'. If 'Total Contract Price' is below \$5,000 in value, CONTRACTOR will be paid within twenty (20) working days following the date of Work completion, final acceptance by OWNER and the receipt of the CONTRACTOR's invoice.

If the 'Total Contract Price' exceeds \$5,000, CONTRACTOR shall be paid based on the amount of Work actually completed and any materials or supplies installed or consumed. CONTRACTOR shall present OWNER with an Application for Payment in the format provided by OWNER and including all attachments required by OWNER, according to a mutually agreed-upon schedule of payments. Each Application for Payment shall reflect the Construction Costs and any compensation to CONTRACTOR for time and effort expended in connection with this transaction incurred up to the date the Application for Payment is submitted to OWNER and for which CONTRACTOR is requesting payment. OWNER shall pay CONTRACTOR within twenty (20) working days following receipt of an Application for Payment.

If any other payment terms have been negotiated between the OWNER and the CONTRACTOR, payment shall be made based on those terms providing a definition and payment schedule are attached as part of this Agreement.

For renovation or construction projects, OWNER shall have the right to withhold a maximum amount of ten percent (10%) of the total application for payment amount on each application submitted until thirty (30) days after the project Completion Date.

6. FINAL PAYMENT

Final payment for Work performed as part of this Agreement shall be made to CONTRACTOR when all of the following conditions have been met:

- 6.1. All Work identified in the Scope of Work has been completed; and
- 6.2. The OWNER and/or OWNER's design consultants, have inspected all Work and found it to be satisfactory; and
- 6.3. CONTRACTOR has delivered to OWNER a final lien waiver from their sub-contractors, and their material suppliers stating they have been paid in full for all labor, services, or materials utilized to perform the Work; and
- 6.4. CONTRACTOR has delivered to OWNER an affidavit swearing that CONTRACTOR has paid each of their sub-contractors, laborers, and materials suppliers in full for all labor and materials provided to OWNER or CONTRACTOR; and
- 6.5. CONTRACTOR has delivered to OWNER a final lien waiver removing OWNER from any liabilities or claims which may arise from any parties who may have an interest in the project; and
- 6.6. CONTRACTOR, if applicable, has delivered to OWNER a certificate of occupancy, or if no certificate of occupancy is required, all electrical, mechanical, and plumbing final inspections, and/or all other required inspections, from any applicable governmental authority having jurisdiction over the Work; and

- 6.7. CONTRACTOR has delivered to OWNER a signed Warranty Letter providing a full and complete warranty for all workmanship and installed materials, equipment, and appliances for a period of one year; and
- 6.8. CONTRACTOR has delivered to OWNER a complete list of all sub-contractors and material supplies who have furnished labor, services, or materials to execute the Work.

7. CHANGE ORDERS

Changes to the Scope of Work, Total Contract Price, Agreement Terms, and/or Contract Time may be made by either party to this Agreement whenever one party notifies the other party that such a change may be required. Changes to the scope, character, or extent of the work required by this Agreement shall be made only by a written Contract Change Order signed by the CONTRACTOR and OWNER. Such Change Order shall first be prepared by the CONTRACTOR and submitted to the OWNER for approval, and shall set forth the changes in the Work, the extension of time, if any, for completion of the Work, and any adjustment of the Total Contract Price. No changes shall be executed by either party without the expressed written consent of both parties.

8. INSURANCE

CONTRACTOR, and any sub-contractors providing goods or services related to this contract, shall obtain and maintain in full force and effect for the duration of this contract, insurance coverage in the following types and for an amount not less than the amount listed below:

<i>Type</i>	<i>Amount</i>
1. Worker’s Compensation and Employers’ Liability	Shall be as prescribed by Texas State Statute
2. Commercial General Liability Insurance, to include coverage for the following: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, and Environmental Impairment/ Impact – sufficiently broad to cover disposal liability.	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability for Owned/leased vehicles, Non-owned vehicles, and Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
4. Professional Liability (Claims-made basis), to be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
5. Builder’s Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during

	construction phase of any new or existing structure.
6. Environmental Insurance – Contractor’s Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
7. Explosion, Collapse, Underground Property Hazard Liability	\$2,000,000 per claim

CONTRACTOR shall provide OWNER with a Certificate of Insurance and Endorsement that names OWNER and CITY OF SAN ANTONIO as additional insureds.

9. DISPUTES

OWNER and CONTRACTOR agree to attempt to settle all disputes arising from the Work in as informal manner as possible. Either party having a dispute with the other party should attempt to resolve their dispute, however if no resolution can be found between the parties then arbitration must be the first choice as a means to settle the dispute.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

- 10.1. CONTRACTOR understands and agrees to comply with the following federal regulations as promulgated in the Section 3 clause of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (“**Section 3**”), including the implementing regulations set forth in 24 C.F.R. Part 75, the Section 3 Final Rule, HUD CPD Notice 21-07 and relevant attachment related to Section 3 attached hereto.
- 10.2. CONTRACTOR acknowledges, understands, and agrees to comply with [24 C.F.R. § 92.354](#), *Labor standards - Federal Labor Standards* which includes:
 - 10.2.1. Davis–Bacon Act, [40 U.S.C. §§ 3141-3148](#), which ensures that mechanics and laborers employed in construction work under federally assisted contracts are paid wages and fringe benefits equal to those which prevail in the locality where the work is performed. The Davis-Bacon Act also provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs. All construction undertaken with assistance made available to OWNER by CITY under this AGREEMENT shall comply with the Federal Labor Standard Provisions/ Davis-Bacon Act set forth in [Form HUD 4010](#), *Federal Labor Standards Provisions*, which is at the following url: portal.hud.gov/hudportal/documents/huddoc?id=4010.pdf.
 - 10.2.2. Copeland “Anti-Kickback” Act, [18 U.S.C. § 874](#), which governs the deductions from paychecks which are allowable and makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.
 - 10.2.3. [Contract Work Hours and Safety Standards](#) Act, [40 U.S.C. §§ 3701-3708](#), which provides that mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of forty (40) hours per week, and

provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.

10.2.4. OWNER shall request the applicable wage decision of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this AGREEMENT prior to the bidding of the Project. Such wage decision shall be obtained from CITY's Labor Compliance Office for inclusion by OWNER or its contractor in the construction solicitation.

10.2.5. CONTRACTOR ensures that this Section 10.2, to include clauses (10.2.1) through (10.2.5), and the related wage decision shall be included in its entirety in any sub-contract agreement entered into by CONTRACTOR and/or CONTRACTOR's subcontractors employed on the Project.

10.3. CONTRACTOR agrees to comply with the provisions of 2 C.F.R. § 200.321, *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms*, by taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, with such affirmative steps to include:

10.3.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

10.3.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

10.3.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

10.3.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

10.3.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.4. During the performance of this contract, the CONTRACTOR agrees as follows:

10.4.1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

10.4.2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 10.4.3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- 10.4.4. The CONTRACTOR will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 10.4.5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 10.4.6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 10.4.7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 10.4.8. The CONTRACTOR will include this section (10.4), including subsections 10.4.1 through 10.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes

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

ATTACHMENTS

1. Construction Scope of Work and Cost Estimate
2. Section 3 Requirements and Reporting
3. Anti-Lobbying Certification

This document and its attachments represent the entire Agreement between the parties and supersedes any previous Agreements or Contracts. Any other agreement, contract, or communication, written or verbal, not contained within this document shall not be valid on either party.

Contractor

Acceptance By OWNER

Name and Title of CONTRACTOR

Name of OWNER(s)

Signature of CONTRACTOR

Signature of OWNER

Attachment 1
Construction Scope of Work and Cost Estimate

Attachment 2
Section 3 Requirements and Reporting



SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

For housing and community development financial assistance, these requirements apply to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD funding programs. Applicability is determined at the project level.

This document briefly describes how a subrecipient, as well as their contractors and subcontractors, will comply with HUD's Section 3 requirements. A subrecipient of federal funds from the City of San Antonio will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses). They will also require the same of its contractors and subcontractors.

To comply with the requirements outlined in 24 CFR Part 75.19, a subrecipient must include Section 3 language in covered contracts, subcontracts, and agreements to ensure that the Section 3 requirements of 24 CFR Part 75 are binding to subrecipients, contractors and subcontractors. **All contractors submitting bids or proposals are required to certify that they will comply with the requirements of Section 3.**

SAFE HARBOR

The City of San Antonio (and its subrecipients) will be considered to be in compliance with the Section 3 requirements and have met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

- Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as defined.
- After completion of a project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.
- If the contractor and/or subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.
- Must have met or exceeded Section 3 benchmarks as described herein.

BENCHMARK GOALS:

The City of San Antonio has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with the Section 3 requirements outlined in 24 CFR Part 75.19.

The two safe harbor benchmark goals are:

- 1) Twenty-five percent (25%) or more of the total number of labor hours worked by all workers on a Section 3 project are from Section 3 workers;

$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} \geq 25\%$$

AND

- 2) Five percent (5%) or more of the total number of labor hours worked by all workers on a Section 3 project are from Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} \geq 5\%$$

It is the responsibility of the subrecipient and/or contractors to implement efforts to achieve Section 3 compliance. **Any subrecipient or contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible.**

Records Retention – Must maintain records that contain:

- 1) total labor hours worked by all workers;
- 2) labor hours worked by Section 3 workers; and
- 3) labor hours worked by Targeted Section 3 workers.

SECTION 3 ELIGIBILITY AND CERTIFICATION

To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of San Antonio and/or HUD may have their contractual agreements terminated as default and be barred from ongoing and/or future considerations for contracting opportunities.

SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the subrecipient, contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, the City of San Antonio will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

1) SECTION 3 WORKER

- a. Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria (listed by established prioritization efforts) currently or when they were hired as documented within the past five years:
 - i. A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
 - ii. Employed by a Section 3 business concern; or
 - iii. A YouthBuild participant.
- b. Records Retention – One of the following must be maintained:
 - i. A worker's self-certification that their income is below the income limit from the prior calendar year;
 - ii. A workers' self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
 - iii. Certification from a PHA, or the owner or property manager of project-based Section-8 assisted housing, or the administrator of tenant-based Section-8 assisted housing that the worker is a participant in one of their programs;
 - iv. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - v. An employer's certification that the worker is employed by a Section 3 business concern.

2) TARGETED SECTION 3 WORKER

- a. Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:
 - i. Employed by a Section 3 business concern or
 - ii. Currently meets or when hired met at least one of the following categories (listed by established prioritization efforts) as documented within the past five years:
 1. Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 2. A YouthBuild participant.
- b. Records Retention – One of the following must be maintained:
 - i. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. census;
 - ii. An employer's certification that the worker is employed by a Section 3 Business concern; or
 - iii. A worker's self-certification that the worker is a YouthBuild participant.

SECTION 3 BUSINESS CONCERN CERTIFICATION

A subrecipient should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry at: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria (listed by established prioritization efforts):

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to the City of San Antonio, a subrecipient, or contractor that they meet the definitions provided above. Businesses may demonstrate eligibility by self-registering with the HUD Business registry at: <http://www.hud.gov/Sec3Biz> or <https://www.sanantonio.gov/GMA/certified/BusinessCertification>.

Section 3 Business Concern Certification documentation should be submitted at the time of bid/proposal. Records should be retained proving contracts/subcontracts were awarded to Section 3 business concerns.

REPORTING

If the project requires the submission of certified payroll reports for Davis Bacon compliance, a subrecipient or contractor could utilize that data to aid in their reporting efforts. When the LCP Tracker cloud-based reporting system is being used for labor compliance, it is possible to generate reports for Section 3 from within LCP Tracker.

1) MONTHLY REPORTING

- a. Contractors will be required to submit monthly activity reports to the City of San Antonio by the 15th day after the close of the reporting month.

2) ANNUAL REPORTING

- a. Annually and/or at project completion, contractors must submit a final Section 3 cumulative report for the program year.
- b. Upon the completion of a project, the City of San Antonio will conduct a final review of the project's overall performance and compliance.
- c. The City of San Antonio will submit the Section 3 data via the required HUD reporting system.

Section 3 Compliance Monthly Activity Reporting

This form is required to be submitted no later than 15 days after the close of the reporting month.

Reporting Period _____

Name _____ Project Name _____

Address _____ Contract Amount _____

Contact Person _____ Phone # _____

	Previous Total	This Month	Total		
Total Labor Hours				Percentage	Benchmark
Section 3 Worker Hours					25%
Section 3 Target Worker Hours					5%

Check here if this is the final reporting month. Totals and percentages are final.

If current percentages are not equal to or greater than the benchmarks, please indicate efforts utilized to attract Section 3 Workers and Section 3 Target Workers. Check all that apply.

Outreach efforts to generate job applicants who are Public Housing Targeted Workers

Outreach efforts to generate job applicants who are Other Funding Targeted Workers

Direct, on-the-job training (including apprenticeships)

Indirect training such as arranging for, contracting for, or paying tuition for, off-site training

Technical assistance to help Section 3 workers compete for jobs (e.g. resume assistance, coaching)

Outreach efforts to identify and secure bids from Section Business Concerns

Technical assistance to help Section 3 business concerns understand and bid on contracts

Division of contracts into smaller jobs to facilitate participation by Section 3 Business Concerns

Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services

Held one or more job fairs

Provided or connected residents with supportive services that can provide direct services or referrals

Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation

Assisted residents with finding childcare

Assisted residents to apply for/or attend community college or a four-year educational institution

Assisted residents to apply for/or attend vocational/technical training

Assisted residents to obtain financial literacy training and/or coaching

Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns Provided or connected residents with training on computer use or online technologies

Other. Specify:

I certify that the above information is true, correct, and that it abides by all relevant federal policies and City of San Antonio rules and regulations governing the management of grant-funded projects. I also certify that all records related to certification of Section 3 workers, Section 3 Target Workers, and Section 3 Business Concerns are being retained for the applicable retention period. Records related to how any efforts to attract additional Section 3 workers and/or businesses will also be retained for the applicable retention period.

Signature

Date

Attachment 3
Anti-Lobbying Certification

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of 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, United States 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.

Organization:

Street address, City, State, Zip.

CERTIFIED BY: (type or print)

TITLE: (type or print)

(signature)

(date)