

CONTRACT FOR CONSTRUCTION SERVICES

NEIGHBORHOOD STABILIZATION PROGRAM – NSP III

THIS CONTRACT FOR CONSTRUCTION SERVICES (hereinafter referred to as the “Contract”), is made this ____ day of _____, 2017, by and between «**GC_Name**» (hereinafter referred to as the “Contractor”), the principal address of which is «GC_Address», «GC_City_St_Zip», and, the **CITY OF ORLANDO**, a Florida municipal corporation, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter called the “Owner”).

W I T N E S S E T H

WHEREAS, the Owner holds title in fee simple to the real property located at «**Owner_Address**» and more particularly described in Exhibit “A” attached hereto (hereinafter referred to as “the Property”); and

WHEREAS, the Owner desires to have certain construction, improvements, and/or repairs made on and to the Property under the City of Orlando’s Neighborhood Stabilization Program; and

WHEREAS, the Contractor desires to perform such work on and to the Property.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency in which is hereby acknowledged, the Owner and Contractor agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.
2. Contract Documents. The Contract Documents which comprise the agreement between the Owner and Contractor consist of the Contract for Construction Services, the Bid Form, and the Bid Documents including but not limited to, the Scope of Work write up, Supplemental Bid Information, Addenda, and the Housing and Community Development Department’s *Rules, Regulations, and Specifications for Contractors*, all of which are incorporated herein and are a part of this Contract as if fully set forth herein, and will hereinafter collectively be referred to as the “Contract Documents.”
3. Scope of Work. The Contractor shall perform the work identified in Exhibit “B” (hereinafter referred to as the “Scope of Work” or “Project”) on the Property in accordance with the Contract Documents and shall furnish all labor, services, equipment, and materials to perform the Work for the lump sum price of _____, hereafter referred to as the “Contract Price.”
4. Time for Completion. The Work to be performed under the Contract Documents shall commence within seven (7) days from the date of issuance of the Notice to Proceed and shall be completed in ____ calendar days following the date of issuance. The ____ calendar day period has been determined by rounding the contract amount to the next highest \$1,000 increment, then dividing by \$1,000 and multiplying the result by 2 calendar days. If the product of this multiplication is a fractional number it will be rounded up to the next complete number.
5. Payments. The City of Orlando (hereinafter also referred to as “the City”) will make all payments by check to the Contractor. No advance payments for labor, services, or materials will be made. Disbursements will be made on a reimbursement basis payable to the Contractor by check upon approval by the Owner. The Contractor’s invoice shall clearly document the Work and materials for which reimbursement is sought. To receive reimbursement, the Work must be performed in

accordance with the Contract Documents, which amounts shall be credited against the total Contract Price. Partial payment (50% of the Contract Price) for the Work will be disbursed when 50% of the Work is completed and inspected. Final payment for the Work will be disbursed when 100% of the Work is completed (including punch list items), inspected, and all liens have been released. Payment for emergency repair work will be disbursed when the repairs are completed. Contractor shall permit and facilitate observation by Owner, his or her agents, and all public authorities of all Work performed under the Contract Documents. Contractor agrees that upon any request for disbursement of funds, Contractor shall provide the corresponding partial or final payment affidavit and release of construction liens. Upon request for final payment and before final payment will be made, the City shall approve the Work and the City's Permitting Office shall issue a Certificate of Final Inspection. The City has the right to withhold payment should any of the Work not be acceptable to the Owner for reasons including, but not limited to: (i) Contractor's failure to pay subcontractors or pay for labor, materials, or equipment when due; (ii) Contractor's failure to comply with any provisions of the Contract Documents; or (iii) Contractor's failure to execute and complete lien waivers in a manner acceptable to the City. The City shall not be obligated to disburse any payments if the Property would be subject to a lien. If the Contractor files any notices or claims of lien against the Property, the Contractor shall provide a copy to the Owner and the City.

6. Change Orders. No changes or alterations in Contract Documents or any part of the Work or any changes to this Contract shall be valid or otherwise enforceable unless reduced to writing and signed by the Contractor and the Owner, and signed and approved by the City.
7. Notice of Commencement. The City shall record a Notice of Commencement in the Public Records of Orange County. Contractor shall not commence any of the Work described under the Contract Documents unless the Notice is recorded with a certified copy thereof posted on the Property.
8. Contractor's Responsibilities.
 - a. Contractor shall have full responsibility for general management and supervision of the Work and shall have full authority over the execution of all subcontracts. Contractor recognizes the relationship of trust and confidence established between the parties by this Contract, and covenants with the Owner to furnish the best skill and judgment in carrying out this Contract. Contractor shall comply with all provisions of any and all local, county, state, and federal building codes, laws, rules, and ordinances.
 - b. The Contractor is responsible for satisfying the following conditions, when applicable, prior to receiving any payment from the City:
 - i. Provide to the Owner and City signed releases of lien for all work completed, including supplies, materials, and labor for the project;
 - ii. Provide to the Owner and City copies of any and all Notices to Owner or Claims of Lien filed relating to the project immediately upon learning of their existence;
 - iii. Complete the Work in accordance with the Contract Documents;
 - iv. Obtain and pay for all necessary permits and licenses necessary for the performance of the Work and completion of the project;
 - v. Allow the City or its designee, or any governmental agency to examine and inspect the Work;

- vi. Provide the requisite warranties for all work, materials, and labor from the date of final inspection in accordance with the terms of the Contract Documents (required for final payment).
 - vii. Issuance of a Certificate of Final Inspection (required for final payment).
 - viii. Remove all debris and the Contractor's tools, equipment, machinery, and surplus materials (required for final payment).
- c. The Contractor shall maintain such insurance coverage as will protect him from claims under Workers' Compensation Acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of and during operations under this Contract, whether such operations be by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The Contractor shall maintain such fire and hazard insurance as required to protect the Contractor's equipment, incorporated labor and material, and unincorporated materials that may be stored on the Property. Contractor shall maintain in force at all times all appropriate policies of insurance, including but not limited to, the hereinafter described policies. Certificates of insurance coverage shall be delivered to the City prior to the commencement of construction. At least thirty (30) days prior to the expiration of any of the below-referenced insurance policies, or any other insurance policies, Contractor shall provide the City with evidence of renewal of said insurance policies in a form satisfactory to the City. The City shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of any insurance policy. All insurance policies shall be in a company or companies authorized by law to transact business in the State of Florida. The insurance policies that Contractor must secure are:
- i. Workers' Compensation - Contractor shall provide Workers' Compensation Coverage for all employees and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation for all its employees.
 - ii. Comprehensive General Liability - Contractor shall provide coverage for limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence for property damage.
 - iii. Commercial Automobile Liability - Contractor shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Contract for limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limits for bodily injury and property damage.
- d. The Contractor shall indemnify, defend and hold harmless the City of Orlando, its elected officials and appointed officials, officers, agents and employees from against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from the Contractor's performance under this Contract, and which are caused in whole or in part by the Contractor.
- e. The Contractor shall not assign his/her obligations, duties, and rights under this Contract, in whole or in part.
- f. The Contractor shall not discriminate in the performance of this Contract against any employee or applicant for employment because of race, religion, color, sex, national origin,

ancestry, handicap, familial or marital status. Contractor shall comply with Executive Order 11246.

- g. The Contractor covenants that neither he/she, nor any person employed by Contractor, has any interest in the Property and shall not acquire any interest, direct or indirect, in the Property, or any other interest which would conflict in any manner or degree with the performance of this Contract.
- h. The Contractor warrants, and guarantees to the Owner that the Work will conform to the requirements of the Contract Documents and be completed in a workman-like manner and that all materials and labor will be new and of good quality, and will be free from defects for a period of one (1) year from the date of the issuance of the final payment, except for new roofs or roofing replacements which shall be guaranteed for a period of five (5) years. In addition to the Contractor's warranty, the Contractor shall provide the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- i. The Contractor shall obtain and pay for all permits, governmental fees, licenses, and inspections and give required notices, and shall comply with all laws, ordinances, rules and regulations all as necessary for proper completion of the Work to be performed under the Contract Documents.
- j. During the term of this Contract, Contractor shall keep the Property and surrounding area clean and orderly and free from waste materials or trash caused by the Contractor for the Work. Upon completion of the Work, the Contractor shall remove from the Property all debris and the Contractor's tools, equipment, machinery, and surplus materials.

9. Owner's Responsibilities.

- a. The Owner acknowledges that the Contractor has the right to enforce his/her claim for payment against the Property in the event he/she is not paid in full upon completion of the Work as briefly outlined in Exhibit "C". The Owner is aware that the Contractor is required to provide to the Owner and the City signed Releases of Lien for all Work completed, including supplies, materials, and labor for the project prior to receiving payment.
- b. The Owner shall allow Contractor to use all existing utilities, such as electricity, fuel and water, necessary to carry out and complete the Work pursuant to the Contract Documents.
- c. The Owner agrees that he/she will not interfere with any subcontractors, suppliers, or workman on the jobsite.

10. Contract Compliance. The parties agree that the City's Housing and Community Development Department Program Manager and/or Director of the Housing and Community Development Department shall have the authority to determine independently and solely for its own benefit whether the conditions and terms of this Contract have been met.

11. Completion. The parties agree that TIME IS OF THE ESSENCE in all obligations of the parties to this Contract, including specifically Contractor's obligation to timely complete the Work. For each calendar day that the Work extends beyond the completion date without prior approval from the City, the City may withhold \$250 per day from the amount to be paid to the Contractor, as liquidated damages for failing to complete the Project on time.

12. Default. The following shall constitute an Event of Default under this Contract:

(a) The Contractor makes a material representation in any certification or communication submitted by the Contractor to the City in an effort to induce payment for the Work that is later determined by the City to be false, misleading, or incorrect in any material manner; or

(b) The Contractor or Owner's failure to comply with any of the terms and conditions in this Contract.

The party who has failed to properly perform under this Agreement shall have ten (10) business days within which to cure the deficiency after written notification from the party. If a party fails to cure within the prescribed time period, this Contract may be subject to termination under the terms contained herein.

13. Termination. The parties agree that the City's Housing and Community Development Department Program Manager may terminate the Contractor should Contractor fail to comply with the Contract Documents. If the Contractor fails to perform or cure any violation of any condition or provision in this Contract within the prescribed time period, the Owner has the right to terminate this Contract and take possession of the Work as of the date of termination. In addition, the Owner shall have the benefit of such Work as may have been completed up to the time of termination or cancellation and any materials delivered to the Property. Should the Contractor be terminated for any reason, the Owner shall procure another contractor acceptable to the City in its sole discretion to complete the Project.

If the Owner fails to perform or cure any violation of any condition or provision in the Contract Documents within the prescribed time period, the Contractor has a right to terminate this Contract and is entitled to payment for the Work completed as of the date of termination, should Owner fail to cure any deficiency within the time limits provided in Section 12 hereof. Contractor's termination due to Owner's failure to comply with this Agreement shall at City's sole election terminate City's liability under any other agreements between the City and Owner related to the Property, including but not limited to any obligation on the City's part to fund any remaining balances available for loaning to Owner for the Work.

14. Punch List. Upon notification by the Contractor of substantial completion of the Work, the Owner and Contractor will prepare a punch list that identifies any incomplete work or deficiencies in work or materials. Completion of the punch list must be made within 14 days from preparation of the punch list.
15. Construction Defects. Any claim for construction defects are subject to the notice and cure provisions of Chapter 558 of the Florida Statutes.
16. Controlling law and venue. This Contract shall be governed by the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, shall be Orange County, Florida.
17. No Liability or Monetary Remedy. The parties hereby acknowledge and agree that they are proceeding at their own risk under advice of their own counsel and advisors and without reliance on the City, and that the City bears no liability for any damages arising in any way out of this Contract.
18. Entire Agreement. This Contract and the Contract Documents constitute the entire agreement between the parties with respect to the specific matters contained herein and supersede all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

19. Severability. If any sentence, phrase, paragraph, provision, or portion of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

20. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

Owner: **«Owner_Name»**
 «Owner_Address»
 «Owner_City_St_Zip»
Contractor: **«GC_Name»**
 «GC_Address»
 «GC_City_St_Zip»
 Contractor's License No. _____

21. Term. The term of this Contract shall commence on the day of full execution of this Contract and expire on the date the Contractor receives final payment for the project, unless this Contract is terminated pursuant to section 13 herein.

22. Compliance with Certain Federal Regulatory Provisions. CONTRACTOR shall comply with the requirements of the Federal regulatory provisions contained in 24 CFR 85.36 generally and as specifically provided herein, and this CONTRACT shall be subject to the following:

- a. Prior to commencing any CONTRACT Work, CONTRACTOR shall execute and deliver to the City of Orlando Housing and Community Development Department ("HCD") all of the CDGB Program certifications referenced in Exhibit "E".
- b. If this CONTRACT is for in excess of Ten Thousand and No/100 Dollars (\$10,000.00), Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60). The CONTRACTOR shall incorporate these requirements into all of its subcontracts.
- c. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. The CONTRACTOR shall incorporate these requirements in all of its subcontracts.
- d. If this Agreement is for in excess of Two Thousand and No/100 Dollars (\$2,000.00), CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a TO 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); however, these requirements apply to the rehabilitation of residential property only if the property contains eight (8) or more units.

- e. If this Agreement is for in excess of Two Thousand and No/100 Dollars (\$2,000.00) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5); however, these requirements apply to the rehabilitation of residential property only if the property contains eight (8) or more units.
- f. All books, documents, papers and records pertinent to this CONTRACT shall be made available for inspection, audit, examination, copying, excerpts and transcription by the City of Orlando, its officers, employees and agents, the Comptroller General of the United States, the Department of Housing and Urban Development, the Department of Labor and their duly-authorized representatives, during normal business hours. The CONTRACTOR is required to maintain all records for a period of not less than four (4) years after final payment is made and all other pending matters are closed.
- g. This CONTRACT incorporates by reference all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as the same may be amended. The CONTRACTOR shall comply with such applicable standards and policies.
- h. The requirements and regulations of the City pertaining to (1) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT, and (2) copyrights and rights in data are set forth in the CONTRACT. The City and the Department of Housing and Urban Development reserve royalty-free, non exclusive and irrevocable licenses to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - i. The copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and
 - ii. Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.
- i. Notice is hereby given that the CONTRACTOR shall comply with all requirements and regulations pertaining to reporting to the City, Department of Housing and Urban Development, and any other federal agency with jurisdiction over the Project.
- j. If this CONTRACT is for in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, part 15). In such instances the CONTRACTOR shall require that the provisions of this subsection be included in all of its subcontractors' contracts.
- k. If subcontracts are to be let, CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include the following:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- l. CONTRACTOR shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. Any contracts entered into by CONTRACTOR shall include a provision requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that it is an Equal Opportunity/Affirmative Action employer. CONTRACTOR shall keep records and documentation demonstrating compliance with these regulations.
- m. CONTRACTOR shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100 and 24 CFR 200, Subpart M, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.
- n. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with NSP3 funds. CONTRACTOR shall comply with 42 U.S.C. §5309, 24 CFR §570.602 and 24 CFR Part 6. CONTRACTOR shall at all times comply with Sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); and implementing regulations in 24 CFR Part 1. Any contracts entered into by CONTRACTOR shall include a provision for compliance with these regulations. CONTRACTOR shall keep records and documentation demonstrating compliance with these regulations.
- o. CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by CONTRACTOR shall include a provision for compliance with these regulations. CONTRACTOR shall keep records and documentation demonstrating compliance with these regulations.

23. CDBG Program Requirements. To the extent not already included within the requirements of this CONTRACT, CONTRACTOR shall also comply with all of the requirements of the CDBG Program including but not limited to the provisions set forth in Exhibit "E" attached hereto and made a part hereof.
24. SECTION "3" Requirements. To the extent not already included within the requirements of this CONTRACT, CONTRACTOR shall also comply with all of the requirements of the "Section 3 Clause" including but not limited to the provisions set forth in Exhibit "F" attached hereto and made a part hereof.
25. Hiring Requirements. In addition to Section 3 requirements. The purpose of hiring is to ensure that employment and other economic opportunities generated by 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 residing or located within the NSP III Target Area.

CONTRACTOR shall further the NSP III hiring objectives by participating in activities that may include, but are not limited to, the following:

- a. Advertise the availability of jobs through notices in prominent locations within the NSP III Target Area and surrounding areas. In addition, advertise in the local electronic or print media in languages spoken by NSP III Target Area residents.
- b. Distribute information door to door to residents and any businesses in the NSP III Target Area.
- c. Contact public housing developments within the NSP III Target Area to provide information about hiring to public housing residents.
- d. Provide contact information via telephone, e-mail or social media for residents and business within the NSP III Target Area to make inquiries or have questions answered.
- e. Maintain a log of NSP III Target Area applicants who apply for jobs whether they are hired or not. If they are not hired, provide the reason(s) why they were not hired.
- f. Contact labor organizations or representatives in or near the NSP III Target Area and inform their members of employment opportunities.
- g. Notify Section 3 businesses of potential contract opportunities.

CONTRACTOR shall submit to OWNER copies of all employment applications, including, but not limited to, applications of public housing residents, Section 8 certificate or voucher holders, or other Section 3 residents.

CONTRACTOR shall to the maximum extent feasible, provide for the hiring of employees who reside in the target area of the NSP III Project. If working with any small businesses, CONTRACTOR shall seek to contract with small businesses that are owned and operated by persons residing in the target area of the NSP III Project. CONTRACTOR shall also include this provision in any agreements with its subcontractors, whereby all subcontractors shall agree to the same hiring practices as provided for in this subsection. CONTRACTOR shall also on a monthly basis complete the NSP III Hiring General Contractor Report Form and a Section 3

and Hiring Monthly Report, copies of which are attached hereto as Exhibit "G". CONTRACTOR shall also require its subcontractors to complete and submit the same forms as required herein as well. For purposes of this Agreement shall mean the geographical area south of Lake Underhill Road, east of Conway Road, North of Curry Ford Road, and west of Semoran Blvd as also shown in Exhibit "G" or as herein modified by the Department of Housing and Community Development for the City of Orlando.

CONTRACTOR shall hire, to the extent an otherwise qualified worker is available, at least one person from the Section 3 hiring list maintained by OWNER and at least one qualified worker from the Vicinity hiring list also maintained OWNER for each project.

CONTRACTOR shall require all persons it employs who otherwise qualify, to complete the applicable Vicinity Hiring or Section 3 Certification attached as part of Exhibit "H," and submit a copy to the OWNER.

26. Environmental Review. CONTRACTOR is not required to assume responsibility for an environmental review or assessment of the property subject to this CONTRACT. However, CONTRACTOR is required to provide information about its activities to the City, in order for the City to comply with its responsibility under 24 CFR Part 58. CONTRACTOR shall submit to the City any changes to the original proposed scope of CONTRACT Work or any changes in the cost of the CONTRACT Work so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to the City for approval at least 30 days prior to any commencement of CONTRACT Work or any modifications thereto. CONTRACTOR also agrees to assist the City in addressing environmental issues that may arise during the City's review process.
27. Possible Additional Future Provisions. In the event by change order the amount to be paid CONTRACTOR under this CONTRACT shall exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), additional provisions may be required to be included in accordance with applicable law.
28. Public Record. OWNER and CONTRACTOR acknowledge that any documents or other information provided to the city will thereby become public record, subject to full disclosure to the general public, pursuant to a public records request.
29. Confidentiality.
 - a. Confidential Information. For purposes of this CONTRACT, Confidential Information shall mean all strategic and development plans; financial conditions and information; data; business records; project records; subcontractor agreements; and all other written or verbal information made available to CONTRACTOR.
 - b. Non – Disclosure Obligations. CONTRACTOR promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, CONTRACTOR further promises and agrees:
 - i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
 - ii. Not to use any of the Confidential Information except for the execution of this CONTRACT.

- iii. Not to directly or indirectly in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the OWNER in accordance with this CONTRACT.
- iv. Not to use any Confidential Information to unfairly compete, obtain an unfair advantage or influence any employees or subcontractors against the OWNER in any manner.

30. Return of Confidential Information The CONTRACTOR agrees, upon satisfaction of this CONTRACT or upon the written request of the OWNER whichever is earlier, to promptly deliver to the OWNER all records, notes and other written, printed, or tangible materials in the possession of the individual, pertaining to the Confidential Information.

IN WITNESS WHEREOF, the said Contrator has hereunto signed and sealed these presents this date and year first above written.

Signed, sealed and delivered in the presence of:

Contractor

WITNESS:

Print Name: _____
License No.: _____
Date: _____

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing Housing Rehabilitation Work Contract was acknowledged before me this ____ day of _____, 2015, by _____. He/she is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida only.

Assistant City Attorney
City of Orlando, Florida

This instrument prepared by:
Alfred Arzuaga, Housing & Community Development Manager
City of Orlando Housing & Community Development Department
400 South Orange Avenue, Orlando, FL 32802

Exhibit A

Legal Description

«Property_Description»

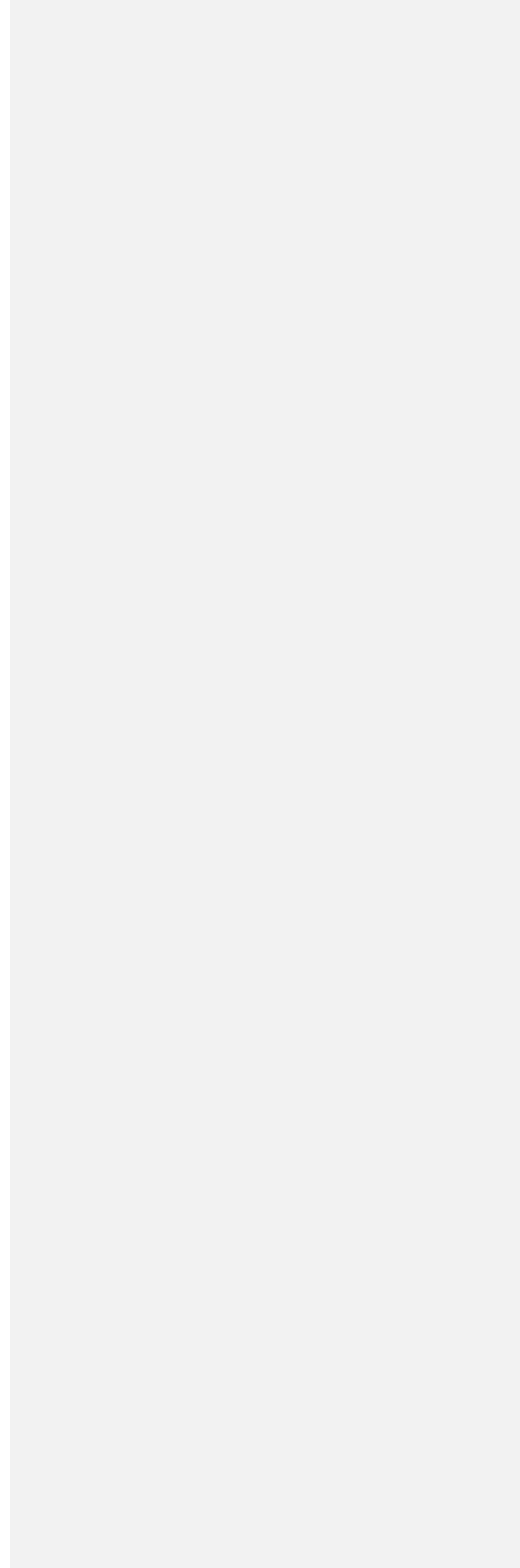


Exhibit B

Scope of Work

«Description_of_Improvements»

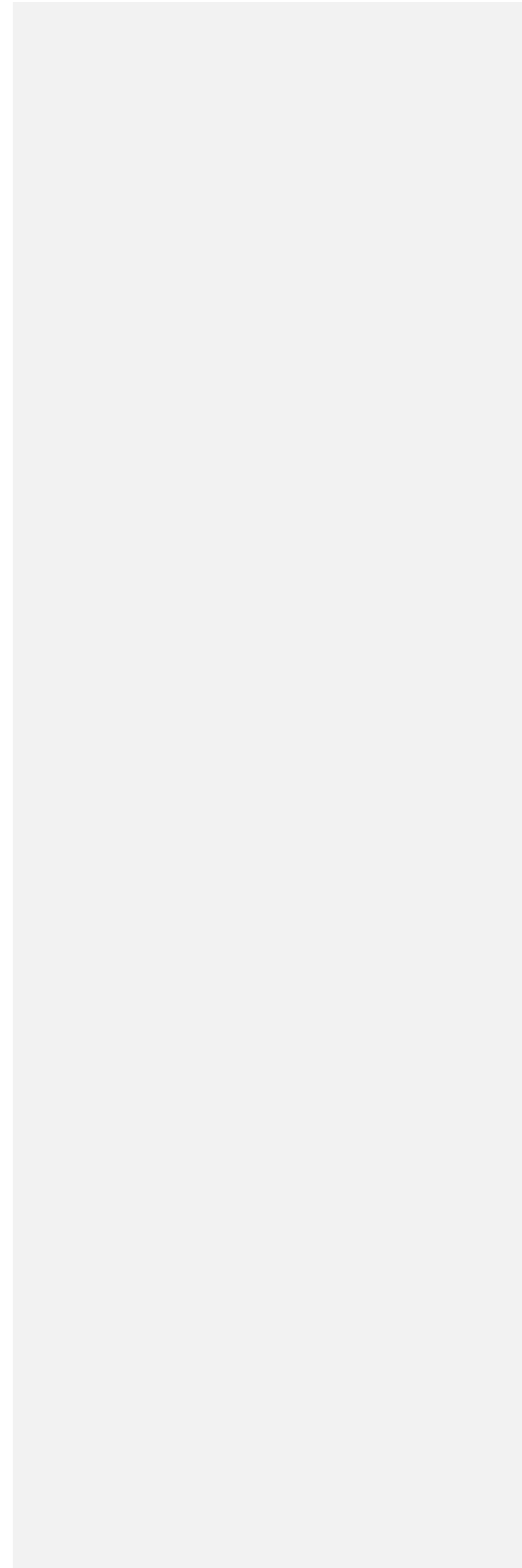


Exhibit C

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIALS SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Owner

Date

Exhibit D

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

850-487-1395
Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Exhibit E

CDBG REGULATIONS

ASSURANCE OF COMPLIANCE (DISABILITY DISCRIMINATION)

The project assisted under this CONTRACT is subject to Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8 prohibiting discrimination on the basis of disability.

Compliance with the foregoing provisions and applicable rules and orders of the Secretary of HUD issued thereunder prior to approval of the application for this CONTRACT, shall be a Condition of the Federal Financial Assistance provided to the project. Failure to fulfill these requirements shall subject the (applicant)/(recipient) contractor and sub-contractors, its successors and assigns to the sanctions specified by this CONTRACT, and to such sanctions as are specified by 24 CFR Part 8.

Contractor agrees to complete the CONTRACT Work pursuant to this CONTRACT compliance with the provisions in this Assurance of Compliance, Contractor shall keep records and documentation demonstrating compliance with these regulations.

Contractor

Print Name: _____

Date: _____

ARCHITECTURAL BARRIERS ACT AND THE
AMERICANS WITH DISABILITIES ACT
(24 CFR 570.614)

1. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part (24 CFR 570.614) after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to this Act and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures and Appendix A to 41 CFR part 101-19, subpart 101-19.6 for general type buildings.)
2. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and useable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplished and able to be carried out without much difficulty or expense.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS (24

CFR 570.611)

(24 CFR 85.36(b)(3))

A. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from same, provided that the foregoing provisions of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

B. No employee, agent, consultant, officer, or elected official or appointed official of the City of Orlando or of any designated public agencies, or of OWNER that are receiving funds related to the CONTRACT, who exercise or have exercised any functions or responsibilities with respect to CONTRACT Work activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from this CONTRACT activity, or have a financial interest in any contract, subcontract or agreement with respect to this CONTRACT, or with respect to the proceeds of this CONTRACT, either for themselves or those with whom they have business or immediate family ties, during the term of this CONTRACT or their tenure, if applicable for one (1) year thereafter. For this CONTRACT Work, the above restrictions shall apply to all activities that are a part of the rehabilitation of the property subject to the CONTRACT, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

C. No employee, officer or agent of the City or the OWNER shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved, in accordance with 24 CFR 85.36(b)(3).

The Contractor will include the provisions of paragraphs (A), (B) and (C) in every Subcontract so that such provisions will be binding upon each Subcontractor.

CERTIFICATION REGARDING LOBBYING

CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS
(24 CFR Part 87)

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, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for announcing 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form, "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 documents for all subcontracts awarded for work to be done to complete the CONTRACT Work at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all such 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 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.

Contractor

Print Name: _____

Date: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(48 CFR 52.223-6)

DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause –

Controlled substance means a controlled substance in schedules I through V of Section 202 of the Controlled substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offer or/contractor that has no more than one employee including the offer or/contractor.

- b. The Contractor, if other than an individual, shall—within thirty (30) days after award (unless a longer period is agreed to in writing for contracts of thirty (30) days or more performance duration); or as soon as possible for contracts of less than thirty (30) days performance duration—

1. Publish a statement notifying its employees that the unlawful controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about—
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement

required by subparagraph (b)(1) of this clause;

4. Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
 - i. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract
 - ii. In addition to other remedies available to the government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

Commented [b1]: e

Contractor

Print Name: _____

Date: _____

LEAD-BASED PAINT

(24 CFR 570.608)

Pursuant to 24 C.F.R. §570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K and R of this part apply to activities under this program.

USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR

SUBRECIPIENTS

(24 CFR 570.609)

(24 CFR 85.35)

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension or placement ineligibility status under the provisions of 24 CFR Part 24.

No award of a contract or a subcontract can be made at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

The Contractor shall certify that it and its principals are not debarred, suspended or ineligible to participate in this transaction and Federal assistance programs. The Contractor shall require its subcontractors at all tiers to also submit certifications that they and their principals are not debarred, suspended or otherwise excluded from or ineligible to participate in the transactions and Federal assistance programs.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor certifies that neither it nor its principals is presently debarred, suspended, or otherwise excluded from or ineligible for participating in this transaction or participating in Federal assistance programs.

Contractor

Print Name: _____

Date: _____

Exhibit F

SECTION 3 ECONOMIC OPPORTUNITY

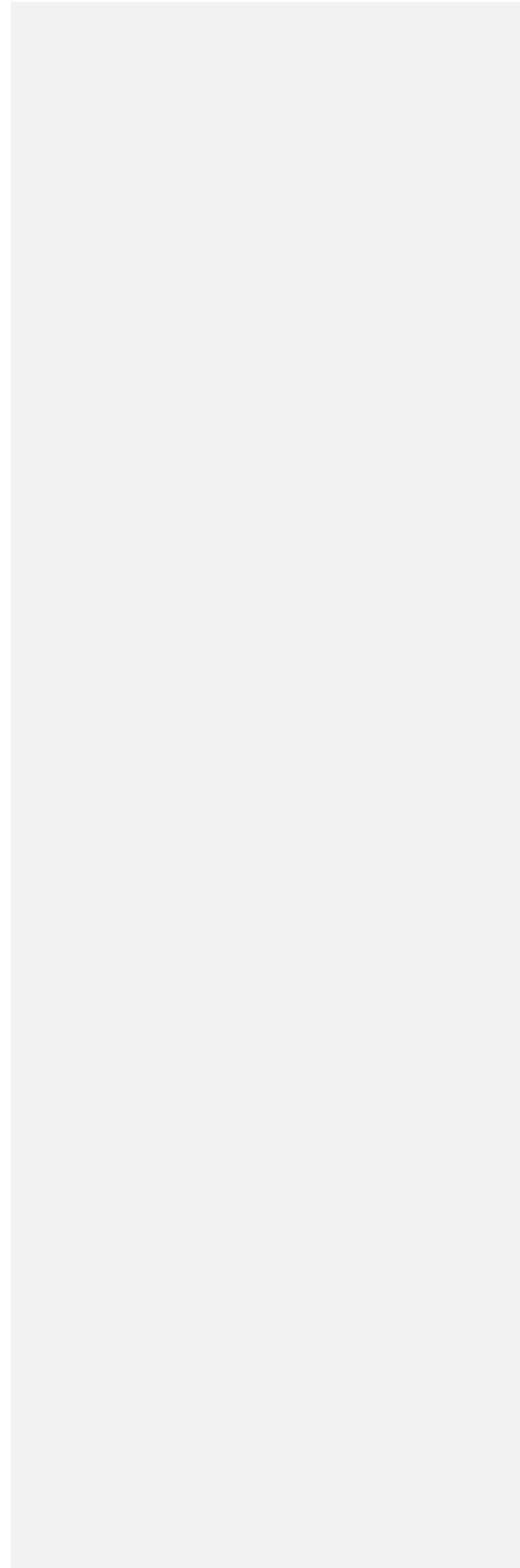
SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of Section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual agreement or other disability, which would prevent them from complying with these requirements.
- C. Sub recipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Sub recipient will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that Sub recipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Sub recipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Sub recipient 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 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its sub recipients, and its successors, and assigns to those sanctions specified by the CDBG Program Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts

Exhibit G

Report Form



Hiring General Contractor Report Form

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting or during the rehabilitation work.

Firm	Phone:
Firm	
Email Address:	
Project	
Month of:	From: To:

Required: Keep a log of all applicants and if applicant was not hired, indicate the reasons why NSP III Target Area residents and/or Section 3 residents who applied were not hired

Review the information below and check all that apply for project shown above:

- ☐ We have not hired any new employees.
- ☐ We have hired _____ employees that live within the NSP III Target Area.
- ☐ We have hired _____ employees who meet Section 3 criteria.
- ☐ We have hired _____ employees who do not meet Non-Section 3 or hiring criteria.

We have taken one or more of the following recruitment steps to hire employees who live within the target area vicinity or who meet Section 3 criteria: (check all that apply)

☐ We have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project.

- ☐ Placed signs or posters in prominent places within the target area vicinity.
- ☐ Taken photographs of the above item to document that the above step was carried out
- ☐ Distributed employment flyers in locations accessible to NSP III residents.
- ☐ Posted employment flyers in various locations within the NSP III area.
- ☐ Retained copies of any employment applications completed by NSP III Target Area Vicinity residents.
- ☐ Requested training on Hiring and Section 3 employment requirements.
- ☐ Other (Explain).

Print Name and Title

Contractor

Date

(Signature)

Section 3 Hiring Monthly Report

(Insert Contractor's Name)

Property Address: _____

FOR THE MONTH OF: _____ (Date) _____

Applicant name	Applicant Address	Sec 3 Yes/No	Target Area Yes/No	Hired Yes/No	Comments

Number of Trade applicants Hired: _____ Number of others Hired: _____

The City of Orlando is receiving funding through the Department of Housing and Urban Development (HUD) for the Neighborhood Stabilization Program 3 (NSP III) to purchase and rehabilitate foreclosed homes and sell or rent them to income qualified applicants. HUD funding is regulated by the Housing and Urban Development Act of 1968 and is, therefore, subject to Section 3 of that Act. Section 3 requires, to the greatest extent possible, contracts be entered into with Section 3 business concerns. In addition, NSP III requires that, to the greatest extent possible, these contracts are with small businesses that are owned by or whose employees reside in the project area.

A "section 3 resident" is: 1) a public housing resident; or 2) a low income person residing in the covered area assistance is expended.

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

- 51 percent or more owned by Section 3 residents; **or**
- At least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; **or**
- Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Print Name and Title

Contractor

Date

(Signature)

CERTIFICATION FORMS

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference

A Resident seeking preference in training and employment shall certify, and submit evidence, to the contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in 24 CFR Part 135.5.

I, _____, (name) am a legal resident of _____

_____ (insert City, State) and qualify as a Resident or as a Section 3 Resident because: (select all that apply)

Resident:

_____ I reside in the target area and my household income does not exceed the income guidelines by family size as published on this form*.

Section 3 Resident:

_____ I am a public housing resident OR
_____ My household income does not exceed the income guidelines by family size as published on this form*

Name: _____

Address: _____

_____ City

State _____

Zip _____

Telephone: _____ Email: _____

Skill or Profession: _____

FY 2017 – HOUSEHOLD INCOME GUIDELINES

*Circle the appropriate column based on household size and income

Family Size	Low Income
1	\$32,600
2	\$37,400
3	\$42,050
4	\$46,7000
5	\$50,450
6	\$54,200
7	\$57,950
8	\$61,650

I hereby certify that the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Print Name

TRADES APPLICANT (use this form if you are an individual or a business entity such as a sole proprietorship, partnership, corporation, LLC, etc.)

CERTIFICATION AS SECTION 3 BUSINESS CONCERN		
Vicinity Resident: A person who resides in the y target area and the household income does not exceed the income guidelines by family size as published on this form.* Section 3 Resident: A person who is a public housing resident OR the household income does not exceed the income guidelines by family size as published on this form.*	*FY 2017 – HOUSEHOLD INCOME GUIDELINES	
	Family Size	Low Income
	1	\$32,600
	2	\$37,400
	3	\$42,050
	4	\$46,700
	5	\$50,450
	6	\$54,200
	7	\$57,950
	8	\$61,650

Name _____

Type of Trade _____

License Number _____

Address of Business _____

Contact Person _____ Title _____

Telephone: () _____ Cell: () _____

Email: _____ Website: _____

MUST PROVIDE EVIDENCE OF TARGET AREA OR SECTION 3 STATUS PRIOR TO CONTRACT AWARD

The Applicant certifies that it is a resident or Section 3 Business Concern based on:

(Check all that apply)

___ Business is owned, at least 51%, by Section 3 Residents. In order to receive this status you must:

- Provide copy of resident lease, evidence of participation in public assistance program, or signed Certification for Section 3 Resident

___ At least 30% of their permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years. In order to receive this status you must:

- Provide list of full-time employees and note those who are Section 3 residents
- Provide signed Certification for Section 3 Residents

Do the residents live in the Vicinity target area? Yes ☐ No ☐

I hereby certify that the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

_____ Signature	_____ Date	_____ Witness Signature	_____ Date
--------------------	---------------	----------------------------	---------------

_____ Print	_____ Print
----------------	----------------