

Request for Qualifications For Engineering Design Services

For The

Garesche Street Improvements Project

From Wilborn Avenue to Janet Avenue and the Cross Sections Hamilton, Hodiamont and Helen Avenues

June 10, 2021

Requested by: Jim Maixner Director of Public Works 2120 Hord Avenue

Jennings, Missouri 63136

### TABLE OF CONTENTS

|  |  |  |
| --- | --- | --- |
| Number | Heading | Page Number(s) |
| I. | Procurement Statement | 2 |
| II. | Submission Deadline | 2 |
| III. | Schedule of Events | 3 |
| IV. | Scope of Services | 3-4 |
| V. | Project Description | 4 |
| VI. | Responsibilities of the City | 4 |
| VII. | Submittal Requirements | 5-6 |
| VIII. | Qualification Content and Evaluation Criteria | 6-7 |
|  | Appendixes |  |
| A | Community Development Block Grant (CDBG) Activity Contract |  |
| B | St. Louis County OCD Workforce Equity Report  (Formerly Notice to Bidders) |  |
| C | Map: Aerial View including Highway 70 |  |
| C1 | Map: Aerial View |  |

CITY OF JENNINGS - Request for Qualifications for Engineering Design Services 1 | P a g e

Garesche Street Improvements Project 4580 CDBG Funds

### PROCUREMENT STATEMENT:

CITY OF JENNINGS

*Request for Qualifications with Fee Proposal*

*For Engineering Design Services*

Garesche Street Improvements Project

NOTICE IS HEREBY GIVEN that the City of Jennings (hereinafter referred to as the "City"), acting by and through its City Council, is requesting qualifications from engineering firms to provide Engineering Design Services for the following project in the City.

#### Public street improvements for Garesche Avenue from Wilborn to Janet Avenue and the cross sections Hamilton, Hodiamont and Helen. Also referred to as the

“Garesche Street Improvements Project”

The Garesche Street Improvement Project is for street improvements to Garesche Avenue from Wilborn Avenue through to Janet Avenue with all intersecting streets (Hamilton, Hodiamont and Helen Avenue) along this corridor.

Consultant should follow the St. Louis County Department of Transportation, Design Criteria for the Preparation of Improvement Plans.

### SUBMISSION DEADLINE:

Receipt up to but no later than 2:00 p.m., Thursday, July 1, 2021.

To be considered for award of the contract, one original and three (3) photo copies of qualifications must be received by the date and time specified above in a sealed package. Consultant's Costs & Fees must be provided in a separate sealed envelope marked "COST PROPOSAL" within the main RFQ submittal package. The envelope must clearly identify the contractor and be addressed to the Deletra Hudson, City Clerk and delivered to the City Hall location below:

City of Jennings

Attention: Deletra Hudson, City Clerk

2120 Hord Avenue

Jennings, Missouri 63136

Questions should be directed to the City of Jennings, Public Works Director in writing at the email address listed below by .

[jmaixner@cityofjennings.org](mailto:jmaixner@cityofjennings.org)

ATTN: Mr. Jim Maixner,

Director of Public Works

314-381-7184 Extension 403

Copies of the Request for Qualifications may be obtained on the City's website, [www.cityofjennings.org](http://www.cityofjennings.org/) or at the address listed below.

Jennings City Hall

2120 Hord Avenue

Jennings, Missouri 63136

*This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.*

*Be advised that contracts over $100,000 trigger Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that economic opportunities generated by the expenditure of HUD funds be directed, to the greatest extent feasible, to low and moderate income persons via contracting, employment and training. All contractors and subcontractors working on this project will need to demonstrate compliance with Section 3 numeric targets and other applicable provisions. In cases where Section 3 compliance is not achieved, contractors and subcontractors must document good-faith efforts to comply.*

### SCHEDULE OF EVENTS:

The Schedule of Events for the Engineering Design Services are as follows:

Issue Request for Qualifications Thursday, June 10, 2021

Deadline for Receipt of Written Questions: Monday, June 21, 2021

City Response/Addenda to be sent by: Wednesday, June 23, 2021

Public Opening of Qualifications Thursday, July 1, 2021 Qualification Evaluation Thursday, July 8, 2021

Interviews July 13-14, 2021

City Approves the Qualifications Monday, July 26, 2021

City Sends Notification to OCD Tuesday, July 27, 2021

OCD Sends Approval to Negotiate Rate Wednesday, July 28, 2021

Rate of Proposal is Accepted Thursday, July 29, 2021

Contract is Fully Executed July 29-August 6, 2021

Notice to Proceed Monday, August 9, 2021

Project Construction Completion TBD (3 months)

Qualifications will be evaluated by a committee. It is the City’s intention to select the *Engineering Company* whose qualifications and understanding of the project are deemed most advantageous to the City in accordance with this Request for Qualifications. The Selection Committee’s recommendation will be forwarded to the Jennings City Council for final determination.

The City reserves the right to reject any or all Qualifications, or to waive any irregularities or informalities in any proposals or in the proposal and selection process.

#### \*All dates are subject to change. IV. SCOPE OF SERVICES:

The anticipated scope of services for the Preliminary Plans and Final Construction documents are provide below. Once the City selects an engineering consultant and enters contract negotiations, the scope of services may change after receiving input by the selected consultant.

Services anticipated pursuant to this request for qualifications include:

* Topographical and boundary surveys to establish rights-of-way and necessary permanent and construction easements.
* Preliminary plans including opinion of cost and final construction documents for all public improvements necessary to complete improvements to Garesche Avenue from Wilborn to Janet Avenue and cross sections Hamilton, Hodiamont and Helen Avenue, consistent with the Garesche Avenue complete street improvement plan.
* Bidding documents, and
* Coordination with permitting agencies as necessary, including securing any necessary environmental permits.
* Construction inspection.

At a minimum, engineering firms shall include a project manager who is a registered Missouri professional engineer. It is highly desirable for a Professional Traffic Operations Engineer to be part of the project team.

The successful proposer shall execute the St. Louis County Community Development Block Grant Activity Contract (CDBG Activity Contract) prior to service. The CDBG Activity Contract is attached and incorporated herein as Appendix A.

### PROJECT DESCRIPTION:

The City of Jennings Garesche Street Improvements Project consists of the installation of streets, curbs, gutters, and curb ramps with the following standard:

Street - 1729' long, 30' wide, 2" thick.

Curbs - 3458’ long, 24” wide, 12" deep 6” standing curb.

Plain Cement Concrete (P.C.C.) infrastructure such as curb, gutter, ADA compliant curb ramps. Incidental to the project is traffic control, sign relocation, and similar items.

The estimated project duration is (3) three months for the construction portion of the project performed by the selected contractor.

### RESPONSIBILITIES OF THE CITY:

1. The City will provide a designated City Project Administrator to review project specific items throughout the duration of the project.
2. The St. Louis County Human Services Department Office of Community Development (OCD) will pay an agreed upon amount normally within 10 business days after receipt of an invoice(s) submitted for specific project billing.
3. The City will not provide dedicated workplace facilities.
4. The City reserves the right to perform any portion of the Scope of Service by City personnel or other consultants should the City determine; it would be in the best interest of the City to do so.

### SUBMITTAL REQUIREMENTS:

Submittals shall include the following information:

1. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title street address, email address, and telephone number. Qualification by corporations or limited liability companies must be executed in the corporate name by the President or Vice-President (or other officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant to the secretary. If the proposer is an out-ot-state corporation, provide evidence of authority to conduct business in the State of Missouri.
2. Qualifications: Shall include the following information organized into these sections:

Project Approach: Provide a description of your approach and methodology to designing complete street improvements as well as an anticipated schedule for completing preliminary and final plans. Describe any cost saving ideas you might implement as part of this project or innovative approaches that should be considered by the city.

Project Team: Provide an organization chart of the proposed team for the project, including resumes for key personnel with their roles and responsibilities. At a minimum, identify the project manager and engineers, landscape architects, and planners to work on this project.

Project Experience/Reference: Provide information on at least three (3) similar projects completed in the last seven (7) years. For each project, describe the project by name type, location, engineering and final construction costs, year completed, and owner's contact information. Project references should list contact name, telephone number, and email address.

Additional Information: Provide additional relevant information that demonstrates the team's exceptional qualifications.

St. Louis County Human Services Department Office of Community Development (OCD): Review the attached (Appendix B) St. Louis County OCD Workforce Equity Report (The former title was Notice to Bidders) leaflet. Complete and return Forms 1 and 2 but other pages may be required if your proposal is approved (if applicable).

1. Estimate of Consultant Fee: To expedite the negotiation of terms and conditions of an agreement and estimate of total fee for providing preliminary plans and final construction documents as well as the firm's hourly pay rates based on various classifications shall be included with the project submittal. The fee estimate shall be included with the submittal in a provided in a separate sealed envelope marked "COST PROPOSAL" within the main RFQ submittal package. This fee estimate will remain unopened until a consultant has been selected and will in no way be used as a basis for selection of the consultant.

Submittal shall be no longer than 30 pages.

Interested firms or teams should submit one (1) original and nine (9) photocopies for a total often (10) copies. The submittal must be clearly marked "RFQ - Garesche Street Improvement Project" and received no later than 3:30 pm on Thursday, July 17, 2021. Submittals should be delivered to: City of Jennings Building Department, 2120 Hord Avenue, Jennings, Missouri 63136.

#### Selection Process

The City will adhere to the Schedule of Events identified in Section 3. The City of reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the City Council.

This RFQ is an invitation by the City for interested firms to submit their qualifications to perform the anticipated scope of services, which may be subject to subsequent discussions and negotiations. The City reserves the right to reject all proposals.

### PROPOSAL CONTENT AND EVALUATION CRITERIA:

The Qualifications will be evaluated according to the following criteria and point system.

### PROPOSAL EVALUATION CRITERIA

* 1. Understanding of the work to be done 25 points
  2. Experience with similar kinds of work 20 points
  3. Quality of staff for work to be done 15 points
  4. Capability of developing innovative or advanced techniques 10 points
  5. Familiarity with Federal procedures 10 points
  6. Financial responsibility 10 points
  7. Demonstrated Technical Ability 10 points

Maximum Total Points 100 points

A Committee will review and evaluate the proposals. It is the City’s intention to select the Consultant whose qualifications and understanding of the project are deemed most advantageous

to the City in accordance with this Request for Qualifications. The Selection Committee’s recommendation will be forwarded to the City of Jennings for final approval.

The City reserves the right to reject any and all proposals or to waive any irregularities or informalities submitted in any proposals or in the proposal and selection process. The City also reserves the right to request additional information for clarification. The City Council reserves the right to select any consultant the City deems qualified regardless of the Evaluation Committee's recommendation.

Here are the City of Jennings goals for projects:

The Disadvantaged Business Enterprises (DBE) Goal for Engineering Design Services is 14.7%.

Here are St. Louis County Office of Community Development goals for projects:

Construction – 24% MBE, 9.5% WBE

Non-Construction – 16% MBE, 15% WBE

Clarification desired by a proposer shall be requested in writing via emailing according to the schedule. Oral explanation or instructions shall not be considered binding on behalf of the City. Forward questions to the Director of Public Works at the address listed below:

[jmaixner@cityofjennings.org](mailto:jmaixner@cityofjennings.org)

ATTN: Mr. Jim Maixner,

Director of Public Works

314-381-7184 Extension 403

Any modification to this solicitation will be issued by the Director of Public Works as a written addendum.

Any sub-consultant participating in this project is to be listed within the contents of this consultant's response to this proposal. Sub-consultants shall not be allowed to be engaged by the Engineer Design after the proposals are submitted to the City of Jennings.

This RFQ does not commit the City of Jennings to award a contract or pay any costs associated with the preparation of a Qualification. The City reserves the right to cancel, in part or in its entirety, this solicitation should be in the best interest of the City to do so.

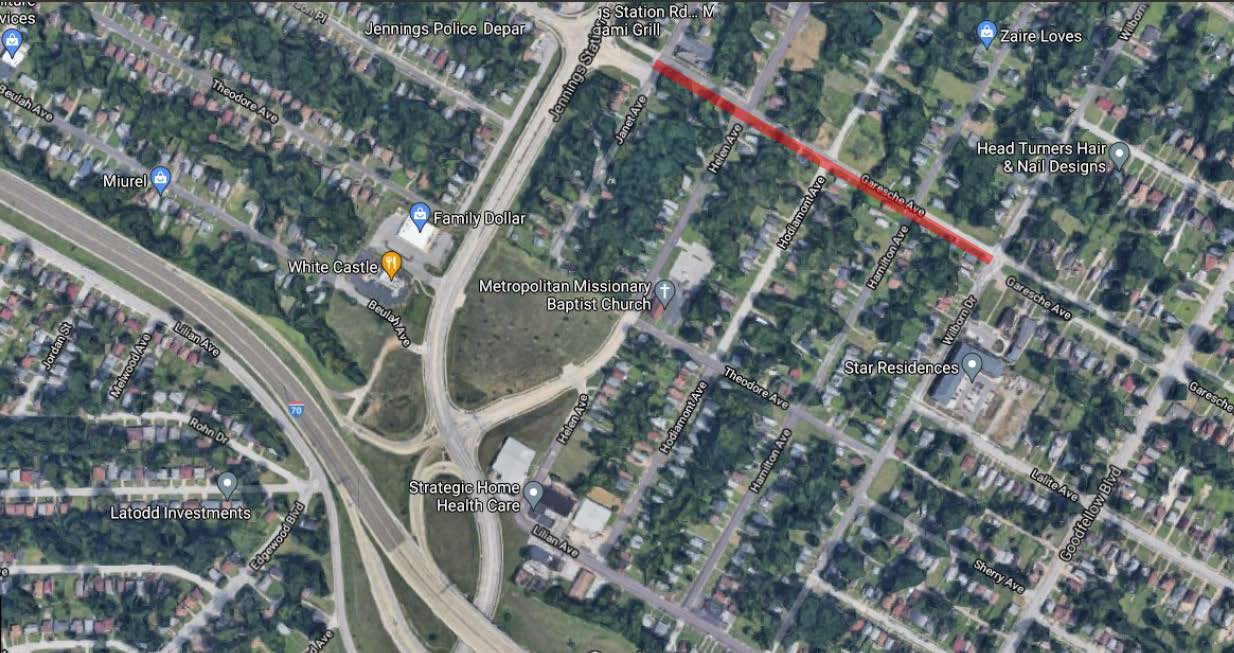
Appendix A - Community Development Block Grant (CDBG) Activity Contract

# SEE ATTACHED

Appendix B - St. Louis County OCD Workforce Equity Report

# SEE ATTACHED

Appendix C – Aerial Map of Garesche Project with Hwy. 70



Appendix C1 – Aerial Map of Garesche Project



#### St. Louis County Community Development Block Grant Activity Contract

EXAMPLE

This Contract is between (hereinafter

referred to as the “Subrecipient") and

(hereinafter referred to as the “Contractor") and will go into effect upon execution.

#### Witnesseth, That:

Whereas, the Subrecipient has entered into a Cooperation Agreement with St. Louis County (herein called “the County”) for the planning, developing, and execution of a community development program pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

Whereas, the Subrecipient desires to engage the Contractor to render certain services in connection therewith;

#### Scope of Services

A. The Contractor shall, in a satisfactory and proper manner as determined by the Subrecipient, perform the following services:

#### Time of Performance

EXAMPLE

A. The requirements outlined in the Scope of Services as described in Section I, Paragraph A are to commence as soon as practicable after the execution of this Contract or at a time acceptable to both the Contractor and the Subrecipient and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Contract, but in any event, all of the provisions required hereunder shall be completed according to the following schedule:

If required under Section VI, Paragraph E, Subparagraphs 2 and 3 of this contract, performance and/or payment bonds shall be obtained within days of the execution date of this contract.

Work shall commence per the Scope of Services within days of the date the Notice to Proceed is issued.

All work provided for in this Contract shall be satisfactorily completed within days of the date the Notice to Proceed is issued.

#### Compensation and Method of Payment

1. The Subrecipient agrees to pay the Contractor the Sum of $ . Such Sum is to be paid in the following manner:
2. In every case, payment is subject to receipt of an invoice for payment from the Contractor specifying that it has fulfilled the requirements of this Contract and that it is entitled to receive the amount requisitioned under the terms of this Contract. Satisfactory performance required under this Contract shall be determined by the Subrecipient as a condition of payment.

#### Special Conditions

A. The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

#### General Conditions

1. General Compliance. The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.
2. Independent Contractor. Nothing contained in this Contract is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent Contractor.

EXAMPLE

1. Hold Harmless. The Contractor shall hold harmless, defend and indemnify the Subrecipient and the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Contract.
2. Workers' Compensation. The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.
3. Bonding Requirements. The parties understand and agree that St. Louis County will not issue a Notice to Proceed until the following bonding requirements have been met:
   1. Bid Guarantee Bond. The Contractor shall post a bid guarantee bond of 5 percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents. (Applicable to contracts over $10,000.)
   2. Performance Bond. The Contractor shall post a performance bond for 100 percent of the Contract Sum to assure satisfactory completion of work provided for in this Contract. (Applicable to contracts over $10,000.)
   3. Payment Bond. The Contractor shall post a bond for 100 percent of the Contract Sum to assure payment of all persons supplying labor and material in the execution of work provided for in this Contract. (Applicable to contracts over $100,000.)
4. Performance of Work. If the Contractor fails to complete the Work in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, unless the delay is excusable under the provisions outlined in Paragraph H of this Section, this may be grounds for termination of this Contract as discussed in Paragraph M of this Section.
5. After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the Subrecipient, at such intervals as the Subrecipient may reasonably direct, the actual progress of the work compared to the Time of Performance. If the Contractor falls behind schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Subrecipient for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied.
6. Delays beyond the Contractor’s control shall include such incidents as strikes, lockouts, fire, and other natural or man-made disasters. Weather shall not constitute a cause for granting an extension of time.

EXAMPLE

1. If the Subrecipient determines that, as a result of any such cause beyond the Contractor’s control, the delay in completion of the Work is so great that it cannot be remedied in the manner described in Paragraph G of this Section, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the Subrecipient does not authorize, then the Time of Performance shall be extended pursuant to a Contract Addendum for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Subrecipient and approved by the County.
2. All work provided for in this Contract shall be performed in a safe, neat and workmanlike manner.
3. Amendments. The Subrecipient or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County. Such amendments shall not invalidate this Contract, nor relieve or release the Subrecipient or the Contractor from its obligations under this Contract.
4. The Subrecipient may, at its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both the Subrecipient and the Contractor and approved by the County.
5. Termination of Contract. If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor’s insolvency, or if the Contractor repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or if the Contractor disregards applicable regulations, laws, ordinances, or the instructions of the Subrecipient, or if the Contractor fails to perform the work provided for in this Contract in a safe, neat and workmanlike manner, or if the Contractor otherwise breaches any provision of this Contract, the Subrecipient may, without prejudice to any other right or remedy, by giving three (3) days prior written notice to the Contractor and his surety, terminate this Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Subrecipient may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Subrecipient promptly upon demand. In the event of termination pursuant to this paragraph, the Contractor, upon the request of the Subrecipient, shall promptly:

EXAMPLE

* 1. Assign to the Subrecipient in the manner and to the extent directed by the Subrecipient all rights, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
  2. Make available to the Subrecipient to the extent directed by the Subrecipient all construction equipment owned by the Contractor and employed in connection with the Work.

1. Performance of the Work hereunder may be terminated by the Subrecipient by giving three (3) days prior written notice to the Contractor if the Subrecipient, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph M of this Section, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.
2. The Contractor shall name St. Louis County and the Subrecipient, its employees, agents and representatives as Additional Insureds for General Liability with respect to work performed by the Contractor.

#### Documentation and Recordkeeping

EXAMPLE

1. Records. The Contractor and the Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the submission of the CDBG Consolidated Annual Performance Evaluation Report (CAPER) for the program year in which the activity was completed, or after the resolution of all Federal audit findings, whichever occurs later.
2. Payment Procedures. The Subrecipient will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements.

#### Personnel and Participant Conditions

1. Civil Rights Compliance. The Contractor agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The Contractor shall include the provisions of this part in all subcontracts.
2. Nondiscrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 by the contracting agency setting forth the provisions of this nondiscrimination clause. The Contractor shall include the provisions of this part in all subcontracts.
3. Land Covenants. This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Subrecipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

EXAMPLE

1. Section 504 and Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. The Subrecipient shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.
2. It shall be the responsibility of the Contractor to ensure that all goods, services, and/or work procured and/or performed under this Contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees that, in case of non-compliance, it shall replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.
3. Affirmative Action. The Contractor agrees that it shall commit to carrying out, pursuant to the County’s specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program.
4. MBE/DBE/WBE. The Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans; Spanish-speaking, Spanish-surnamed or Spanish- heritage Americans; Asian-Americans; and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.
5. Access to Records. The Contractor shall furnish and cause each of its Subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Subrecipient, the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”), or the County, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

EXAMPLE

1. EEO/AA Statement. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

#### Employment Restrictions

1. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
2. "Section 3" Clause. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended; the regulations set forth in 24 CFR 135; and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the federal financial assistance provided under this contract and binding upon the County, the Subrecipient and the Contractor. Failure to fulfill these requirements shall subject the Subrecipient, the Contractor and any Subcontractor, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.
3. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from 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. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower 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 areas of the project."
4. The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.
5. Subcontracts. The Contractor will include this “Section 3” clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

EXAMPLE

1. Assignability. The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the Subrecipient thereto; provided, however, that claims for money due or to become due to the Contractor from the Subrecipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.
2. Conflict of Interest. The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, the Contractor, officer, elected official or appointed official of the Subrecipient, or of any designated public agencies or Contractors which are receiving funds under the CDBG program.

#### Subcontracts

1. Approvals. The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.
2. Monitoring. The County will monitor all Subcontractors on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. However, it is expressly agreed that the County will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.
3. Content. The Contractor shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.
4. Selection Process. The Contractor shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competitive basis.

EXAMPLE

#### Copyright

A. If this Contract results in any copyrightable material, the Subrecipient, the County, and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

#### Religious Organization

A. The Subrecipient agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

#### Environmental Conditions

1. Lead-Based Paint. The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, in particular Sub- Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
2. Historic Preservation. The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800-Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

#### Attachments

1. The following documents are attached hereto and incorporated herein by reference:

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the later of the dates set forth below.

EXAMPLE

Signed: Signed:

Name: Name:

Title: Title:

Date: Date:

Attest: Attest:

Title: Title:

Approved as to legal form:

Signed:

Name:

Title:

Date:

APPROVED BY ST. LOUIS COUNTY OFFICE OF COMMUNITY DEVELOPMENT:

Manager, Office of Community Development Date

St. Louis County Office of Community Development Workforce Equity Report

OVERVIEW

NOTE TO BIDDERS: You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

The St. Louis County Office of Community Development (OCD) is committed to promoting workforce equity through the administration of funds from the U.S. Department of Housing and Urban Development (HUD). Therefore, the following expectations are in place for all activities funded in whole or in part by OCD community development and housing programs:

Women and Minority Owned Business Participation

Contractors, subcontractors, developers and subrecipients of OCD funding should make every effort possible to utilize certified Women Owned Business Enterprises, referred to as WBEs, and Minority Owned Business Enterprises, referred to as MBEs. St. Louis County has the following aggregate goals for each classification (based on contract dollars):

Construction – 24% MBE, 9.5% WBE

Non-Construction – 16% MBE, 15% WBE

Section 3 Participation

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts over $100,000 trigger Section 3. When triggered, Section 3 opportunities must be extended to certified residents and businesses to these minimum goals:

* 1. 30% of the aggregate number of new hires shall be Section 3 residents;
  2. 10% of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
  3. 3% of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3

business concerns.

Preference for Demonstrating Workforce Equity

St. Louis County and its subgrantees are required by HUD Regulation 24 CFR Part 135 to provide economic opportunities for Section 3 residents and businesses; consequently, preference for contract award shall be given to the bidder using the most qualified Section 3 businesses and/or employees if the bid is reasonable and no more than 10 percent higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above (note: Section 3 may not be required for all projects, but participation at the minimum numerical goals is still highly recommended). All efforts to utilize WBE, MBE and Section 3 businesses and residents should be documented, and the OCD

Workforce Equity Report should be submitted for all relevant project bids. Submit FORMS 1 & 2 for all projects or FORMS 1-5 for all Section 3-triggered projects at the time of the bid submission or application for funding.

St. Louis County Office of Community Development Workforce Equity Report

FORM 1 – ASSESSMENT AND CERTIFICATIONS

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

|  |
| --- |
| Project Name: |
| Project Location or Address(es): |

Developer/Contactor/Subcontractor Information:

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

1. Check all that apply to your business:

Certified Section 3

Certified MBE

Certified WBE

1. Will you be hiring new employees or providing new training opportunities because of this contract? YES NO
2. Will you be using subcontractors to complete this project? YES NO

If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? %

1. Is your bid/contract/subcontract amount greater than $100,000? YES NO

If YES, Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return Forms 1 & 2 with your bid or application for funding.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Certifications | | YES | NO | N/A |
| All Projects: | I understand the goals for MBE/WBE participation and I have completed FORMS 1 & 2. |  |  |  |
| By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) |  |  |  |
| I have confirmed that all subcontractors on this project meet E-Verify requirements. |  |  |  |
| Projects over  $100K: | I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample  subcontract with my bid. |  |  |  |
| I understand that I am required to submit Section 3 reports as required, including  quarterly/final (FORMS 7, 7A and 7B), and year end reporting. |  |  |  |
| I agree that our company has made and will continue to make efforts “to the greatest  extent feasible” to comply with Section 3 as required by HUD. |  |  |  |
| I understand the minimum numerical goals for Section 3 participation and I have  completed FORMS 1 thru 5. |  |  |  |

*I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of OCD funding.*

Authorized Representative Signature Date

St. Louis County Office of Community Development Workforce Equity Report

FORM 2 – SUBCONTRACTOR INFORMATION

This form is required for ALL projects and must be submitted with bid or application for funding. List ALL subcontractors who will be hired for this project and attach additional sheets if necessary. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Subcontractor Name | Subcontractor Address | Trade | Check all that apply: | | | Separate Workforce Equity Report required? (Subcontracts over  $100K) | Contract Amount | |
| Certified MBE | Certified WBE | Certified Section 3 |
| Non- Construction\* | Construction |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
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| 13 |  |  |  |  |  |  |  |  |  |
| 14 |  |  |  |  |  |  |  |  |  |
| 15 | TOTAL | | | | | | | $ | $ |

\*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.).

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Type | Total Subcontracts | Section 3 | | | MBE | | | WBE | | |
| Amount | Actual | Goal | Amount | Actual | Goal | Amount | Actual | Goal |
| Construction | $ | $ | % | 10% | $ | % | 24% | $ | % | 9.5% |
| Non-Construction | $ | $ | % | 3% | $ | % | 16% | $ | % | 15% |

St. Louis County Office of Community Development Workforce Equity Report

FORM 3 – WORKFORCE AND NEW HIRE INFORMATION

This form is required for all Section 3-triggered projects (over $100,000) and must be submitted with bid or application for funding.

Step 1: In the table below, list ALL positions needed for the proposed project (not just new hires). Prime or General Contractors should include the workforce of any subcontractors who are not submitting a separate Workforce Equity Report. (Only subcontractors with subcontracts greater than $100,000 are required to submit a Workforce Equity Report.)

*Note: To be considered an eligible Section 3 Resident for the purposes of this form, certification must be verified prior to award of the contract.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Subcontractor (if applicable) | Job Category (i.e. laborer, carpenter, etc.) | Estimated Positions Needed for Project | # of Positions Occupied by Permanent Employees | Est. # of Positions to be filled with Section 3  Residents | Est. # of Positions to be filled with non-Section  3 Residents |
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| TOTALS | |  |  |  |  |

Step 2: Calculate the percentage of Section 3 new hires in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| A. Estimated Total Number of New Hires | B. Estimated Number of Section 3 New Hires | SECTION 3 COMPLIANCE CALCULATION | |
| ACTUAL  (Divide column B by column A) | GOAL |
|  |  | % | 30% |

St. Louis County Office of Community Development Workforce Equity Report

FORM 4 – CONTRACTOR’S PERMANENT EMPLOYEE LISTING

This form is required for all Section 3-triggered projects (over $100,000) and must be submitted with bid or application for funding. Please include a list of current permanent employees (both full and part-time) employed at your business as of the signature date on FORM 1. A computer-generated employee registry can be provided in lieu of this form as long as it includes the employee name and job category.

|  |  |  |
| --- | --- | --- |
| No. | Name of Employee | Job Category |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
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| 13 |  |  |
| 14 |  |  |
| 15 |  |  |
| 16 |  |  |
| 17 |  |  |
| 18 |  |  |

Please note that your business may be eligible for Section 3 Business certification if at least 30% or more of your employees qualify under one of the following categories below:

* + A legal resident of public housing, OR
  + An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low-income person, OR
  + A HUD YouthBuild participant

2019 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 person household | 2 person household | 3 person household | 4 person household | 5 person household | 6 person household | 7 person household | 8 person household |
| $45,550 | $52,050 | $58,550 | $65,050 | $70,300 | $75,500 | $80,700 | $85,900 |

St. Louis County Office of Community Development Workforce Equity Report

FORM 5 – DOCUMENTATION OF EFFORTS

This form is required for all Section 3-triggered projects (over $100,000) and must be submitted with bid or application for funding. Please fill this out completely. Submissions with blank or incomplete answers will not be approved. Attach additional pages if needed.

1. Describe all efforts made to contract/subcontract with Women and Minority Owned Businesses. Required Attachments
   * Copies of all publications, notices, pictures of posted notices, and any other outreach materials utilized.
   * A list of all WBE and MBE firms that responded to your outreach efforts (e.g. bids solicited, bids received, etc.); were any of them hired? If not, please explain why.
2. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 Residents. Attach additional pages if needed.

Required Attachments

* + Attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.
  + Include a list of all Section 3 Residents that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

St. Louis County Office of Community Development Workforce Equity Report

FORM 5 – DOCUMENTATION OF EFFORTS (CONTINUED)

1. Describe all efforts made to notify Section 3 Businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Required Attachments

* + Section 3 Business List used in solicitation. Must have been provided by OCD or affiliated partner prior to solicitation and should be no more than 30 days old at the time of solicitation.
  + List of Section 3 Business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
  + List of Section 3 Business that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
  + Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

1. Describe all efforts made to determine if any contractors on this project (including the general contractor, subcontractor, and any third-tier subcontractors) qualify as Section 3 Businesses. List below contractors who may qualify as Section Businesses and their contact information.

Required Attachments

* + Signed Section 3 Business Outreach Form (FORM 8) for all subcontractors. Forms must be less than 1 year old at time of plan submissions unless waived by the Office of Community Development.

1. If there will be job opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and

(c) include the name, phone number and email address of an appropriate point of contact regarding job opportunities.

St. Louis County Office of Community Development Workforce Equity Report

FORM 6 – SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts (over $100,000) must include the following clause:

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

St. Louis County Office of Community Development Workforce Equity Report

FORM 7 – SECTION 3 PROJECT REPORT

This form is required for all Section 3-triggered projects (over $100,000) and must be submitted on the following schedule:

|  |  |
| --- | --- |
| Quarterly  January – March: Due April 15th April – June: Due July 15th  July – September: Due October 15th  October – December: Due January 15th | Final  Must cover the entire project from start date to completion date. Final report is due 30 days after completion. |

|  |  |
| --- | --- |
| Project Name: | Contractor: |
| Project Location: | Report Type: Quarterly Final |
| Reporting Period Start Date: | Reporting Period End Date: |

1. SECTION 3 CONTACT INFORMATION

Email:

Phone:

Section 3 Contact Name:

1. NEW HIRES – *Report the number of new hires and/or Section 3 trainees for this reporting period. Attach FORM 7A – NEW HIRE EMPLOYEE REPORT.*

|  |  |  |  |
| --- | --- | --- | --- |
| A. Number of new hires  this period | B. Number of Section 3 new hires this period | % Section 3  (Divide column B by column A) | Number of Section 3 Trainees (This only applies to new  training opportunities created) |
|  |  |  |  |

1. SUBCONTRACTS – *Report the number of construction and non-construction subcontracts awarded for this reporting period. Attach FORM 7B – SUBCONTRACTOR ACTIVITY REPORT*.

|  |  |  |  |
| --- | --- | --- | --- |
| Type | Contracts Totals | Section 3 Contract Totals and % | |
| Construction | $ | $ | % |
| Non-Construction | $ | $ | % |
| Total | $ | $ | % |

1. EFFORTS – Please attach additional pages describing any efforts made to increase Section 3 participation for this reporting period.

*I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this report and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation.*

Signature: Date:

Print Name: Title:

St. Louis County Office of Community Development Workforce Equity Report

FORM 7A – NEW HIRE EMPLOYEE REPORT

This form is required for all Section 3-triggered projects (over $100,000) and must be submitted on the same schedule as FORM 7 – SECTION 3 PROJECT REPORT.

|  |  |
| --- | --- |
| PROJECT NAME: | CONTRACTOR: |
| PROJECT LOCATION: | REPORTING PERIOD: |

Instructions: Please provide the following information for ALL new hires, including those from subcontractors, who were hired during this reporting period. The list should include all new hires, regardless of whether the employee is a Section 3 resident.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | NAME/ADDRESS | HIRE DATE | TERMINATION DATE  (if applicable) | EMPLOYER | JOB CATEGORY/TRADE | FULL/PART TIME | SECTION 3 RESIDENT  (Y/N)\* |
| 1 | John Smith, 123 Main Street, 63100 | 4/1/18 |  | XYZ Demolition | Laborer | Full Time | Y |
| 2 |  |  |  |  |  |  |  |
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| 12 |  |  |  |  |  |  |  |

\*For any Section 3 Residents please attach copy of their Section 3 Certification letter (from St. Louis County OCD of the City of St. Louis CDA) or a completed Section 3 Resident Application.

St. Louis County

Office of Community Development

WORKFORCE EQUITY REPORT FORM 7B – SUBCONTRACTOR ACTIVITY REPORT

This form is required for all Section 3-triggered projects and must be submitted on the same schedule as FORM 7 – SECTION 3 PROJECT REPORT.

|  |  |
| --- | --- |
| PROJECT NAME: | CONTRACTOR: |
| PROJECT LOCATION: | REPORTING PERIOD: |

Instructions: Please provide the following information for ALL businesses that were awarded subcontracts during this reporting period. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Subcontractor Name | Subcontractor Address | Trade | Check all that apply: | | | Separate Workforce Equity Report required? (Subcontracts over  $100K) | Contract Amount | |
| Certified MBE | Certified WBE | Certified Section 3 |
| Non- Construction\* | Construction |
| 1 |  |  |  |  |  |  |  |  |  |
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| 13 |  |  |  |  |  |  |  |  |  |
| 14 | TOTAL | | | | | | | $ | $ |

\*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.)

St. Louis County Office of Community Development FORM 8 – SECTION 3 BUSINESS OUTREACH FORM

Please complete this form to determine if your business may qualify as a Section 3 Business. Businesses that qualify will be contacted by OCD’s Section 3 Coordinator to complete a Section 3 Business Application and asked to provide additional documentation to verify their status as a Section 3 Business.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 135) that requires recipients of certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhood.

A business can qualify as Section 3 if:

* It Is 51% or more owned by a Section 3 Resident(s), OR
* At least 30% of its permanent, full-time employees are currently Section 3 residents, or were with within 3 years of the date of first employment, OR
* It has provided evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to Section 3 Businesses.

A Section 3 Resident is defined as an individual who is:

* A legal resident of public housing, OR
* An individual whose household meets the HUD income eligibility guidelines listed below for a low- or very low- income person, OR
* A HUD YouthBuild participant.

2019 Income Limits for the St. Louis metro area as published by HUD (subject to change annually):

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 person household | 2 person household | 3 person household | 4 person household | 5 person household | 6 person household | 7 person household | 8 person household |
| $45,550 | $52,050 | $58,550 | $65,050 | $70,300 | $75,500 | $80,700 | $85,900 |

Subcontractor Information

|  |
| --- |
| Company Name: |
| Contact Person: |
| Address: |
| City: State: Zip: |
| Phone: Email: |

I have reviewed the above information and my business MAY QUALIFY as a Section 3 Business. Please contact me about completing an application.

I have reviewed the above information and my business DOES NOT QUALIFY as a Section 3 Business.

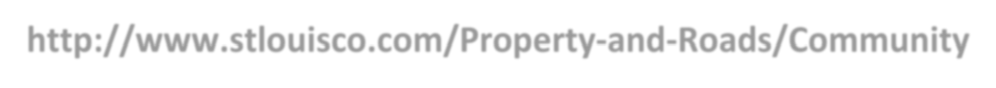
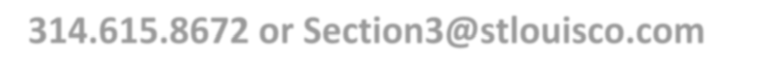
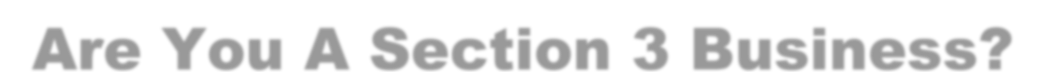
Signature of Business Owner Date

Please return completed forms to: St. Louis County Section 3 Program

41 S. Central Ave, 5th Floor, Clayton, MO 63105

(314) 615-8672 | [section3@stlouisco.com](mailto:section3@stlouisco.com)

St. Louis County Section 3 Program | 41 S. Central Avenue, 5th Floor St. Louis, MO 63105 | 314.615.8672 | [section3@stlouisco.com](mailto:section3@stlouisco.com)



Are You A Section 3 Business?

Your business may qualify for Section 3 if...

* + 51% or more of your business is owned by low-to-moderate income residents;
  + Your business employs low-to-moderate income residents for at least 30 percent of its full-time, permanent staff; or
  + Your business subcontracts 25% or more of its work to certified Section 3 businesses.

Section 3 businesses can get contracting preferences on some HUD-funded projects. If you think your business is qualified, contact us today to get certified!

## Households at or below these income limits\* may qualify

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 person household | 2 person household | 3 person household | 4 person household | 5 person household | 6 person household | 7 person household | 8 person household |
| $45,550 | $52,050 | $58,550 | $65,050 | $70,300 | $75,500 | $80,700 | $85,900 |

\*This represents the 2019 Income Limits as published by the U.S. Department of Housing and Urban Development.

*For more information contact the Section 3 Program at:*

314.615.8672 or [Section3@stlouisco.com](mailto:Section3@stlouisco.com)

[http://www.stlouisco.com/Property-and-Roads/Community-](http://www.stlouisco.com/Property-and-Roads/Community-Development/Section-3-HUD-Act-1968) [Development/Section-3-HUD-Act-1968](http://www.stlouisco.com/Property-and-Roads/Community-Development/Section-3-HUD-Act-1968)