

# **Bid Notice For the Demolition Of Certain Residential Structures**

**City of Normandy  
7700 Natural Bridge Rd.  
Normandy, Missouri 63121  
314-385-3300**

Bids shall be submitted in a sealed envelope clearly marked  
**"DEMOLITION OF CERTAIN STRUCTURES"** on the outside.

**Bid Opening Date, Wednesday, July 5th, at 2:00 PM**

## **INVITATION TO BID**

This activity is funded in whole or in part by Community Development Block Grant Funds and/or City of Normandy Municipal Funds. All applicable federal regulations shall be in full force and effect.

The City of Normandy, Missouri will accept sealed bids until **July 5th, 2023 at 2:00 p.m.**, local time, in the Council Chambers at City Hall, 7700 Natural Bridge, Normandy, Missouri 63121 for the Demolition and Site Improvement of the following structures:

<b>Locator ID</b>	<b>Address</b>	<b>Sq. Ft.</b>	<b>Property Type</b>
13H210867	5507 Holborn Dr. St. Louis, MO 63121	1,032ft <sup>2</sup>	Single Family
13H230117	5522 Winchelsea Dr. St. Louis, MO 63121	1,032ft <sup>2</sup>	Single Family

Specifications and Bid Forms may be obtained in the City Clerk's Office. This is not a prevailing wage project.

The City reserves the right to accept or reject any or all bids and or combination, thereof, and to waive any minor irregularities.

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as **"DEMOLITION OF CERTAIN STRUCTURES"**.

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted in the bid packet at time of submission.

All funding or a portion thereof for this project will be paid through Community Development Block Grant (CDBG) Funds

**Payments shall be lump sum on completion, to be paid by direct billing within 30 days of submitting invoices to the City of Normandy.**

The City of Normandy is an Equal Opportunity Employer.

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 \$200,000 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.*

## **NOTICE TO BID**

Notice is hereby given that the City of Normandy, Missouri, will accept sealed bids for Demolition and Removal of certain structures located within City Normandy, Missouri, per the specifications attached to the bid form. Copies of the bid forms may be obtained from the City Clerk's Office at Normandy City Hall, 7700 Natural Bridge Rd., Normandy Missouri 63121.

Sealed bids will be received by the City Clerk at the Normandy City Hall, 7700 Natural Bridge Rd., Normandy, Missouri, 63121, until **July 5th, 2023 at 2:00 PM**, at which time the bids will be opened and read. Bids must be in sealed envelopes and plainly marked:

## **DEMOLITION AND REMOVAL OF CERTAIN RESIDENTIAL STRUCTURES WITHIN THE CITY OF NORMANDY, MO.**

The City reserves the right to reject any or all proposals, waive informalities in the process and accept the proposal deemed to be in the best interest of the City.

This is not a prevailing wage project, project does not exceed \$75,000.

Funding or a portion thereof will be paid with Community Development Block Grant (CBDG) Funds

For questions regarding this project, contact Samuel Johnson, 7700 Natural Bridge Rd., Normandy, Missouri, 63121, or via email at [samuel.johnson@cityofnormandy.gov](mailto:samuel.johnson@cityofnormandy.gov)

## **BID PROCESS SCHEDULE**

Dates -

Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid:

**Friday, June 30th, 2023, 2:00 p.m.**

Addendums will be posted on the City of Normandy Website:

[www.cityofnormandy.gov](http://www.cityofnormandy.gov)

Submittal Deadline for Bid: **July 5th, 2023 at 2:00PM**

Bid Opening: **July 5<sup>th</sup>, 2023 at 2:00PM**

If a final Addendum is needed it will be posted on the website by 5:00 p.m. on July 3rd, 2023.

**DEMOLITION OF CERTAIN PROPERTIES  
CITY OF NORMANDY, MISSOURI  
TOTAL BID PRICE FORM**

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

To: Sam Johnson  
7700 Natural Bridge Rd.  
Normandy, MO 63121

To Whom It May Concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the Contract documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the **“Demolition of Certain Structures”** and site restoration in connection with work within the City of Normandy.
2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.
3. The bidder is prepared to submit a financial and experience statement upon request.
4. **BID PRICE (STRUCTURES):** \$ \_\_\_\_\_
5. **BID PRICE: (ASBESTOS ABATEMENT)** \$ \_\_\_\_\_
6. **BID PRICE: (ACCESSORY STRUCTURES/TREES)** \$ \_\_\_\_\_

**TOTAL BID:** \$ \_\_\_\_\_

# COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

# **PROJECT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day \_\_\_\_\_ 2023, by and between the City of Normandy, (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the "Owner" and \_\_\_\_\_ (a partnership, LLC or corporation) hereinafter called the "Contractor."

WITNESSETH, that the Contractor and the City of Normandy, Missouri for the considerations stated herein agree as follows:

STATEMENT OF WORK: The City is seeking a qualified demolition contractor to remove structures, trees, fences, and all accessory structures from each parcel. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, and services and perform and complete all work required for the demolition and removal of a certain residential structures within the City of Normandy, Missouri; and site restoration, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

The Contractor must contact the City at least five (5) working days prior to start of project so that residents can be notified of project commencement date.

The Contractor shall receive direct payment from the City of Normandy, or the St. Louis County Office of Human Development, for the performance of the contract in current funds, for work performed at the prices stipulated on the attached bid for the work completed subject to any additions and deductions mutually agreed upon by both parties of this agreement.

CONTRACT: The executed Contract documents consist of the documents furnished to each bidder and the Contractor for this project.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed in **one (1) original and three (3) copies** on the day and year first above written.

Attest: \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

By \_\_\_\_\_

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

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

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

Street: \_\_\_\_\_

City: \_\_\_\_\_

**CITY OF NORMANDY MISSOURI**

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

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

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

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

Street: \_\_\_\_\_

City: \_\_\_\_\_

## PERFORMANCE AND PAYMENT BOND FORM

KNOWALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_, as principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF NORMANDY, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by theses presents.

WHEREAS, the Principal has, by means of a written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, enter into a contract with the City of Normandy for “Demolition of Certain Structures.”

NOW, THEREFORE, if the principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City of Normandy, with or without notice to the Surety and during the life of any guaranty required under the contract ; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payments for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of Normandy, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contractor or in the work to be done under it or the giving by the City of Normandy of any extension of the time for the performance of contract or any other forbearance on the part of either the City of Normandy, the Principal to the other, shall not in any way release the Principal and the Surety, or either of any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being here by waived.

**AS APPLICABLE:**

**AN INDIVIDUAL**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**A PARTNERSHIP**

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

**CORPORATION**

Firm Name: \_\_\_\_\_

Signature of President: \_\_\_\_\_

**SURETY**

Surety Name: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address of Attorney-in-Fact: \_\_\_\_\_

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

Telephone Number of Attorney-in-Fact: \_\_\_\_\_

Signature of Attorney-in-Fact: \_\_\_\_\_

NOTE: Surety shall attach Power of Attorney



# AFFIRMATIVE ACTION STATEMENT

THE CITY NORMANDY, MISSOURI

Is an **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission (EEOC). In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Act Against Discrimination. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

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Printed Name

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Signed

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Position

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Email

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Date

## AFFIRMATIVE ACTION/PRIME VENDOR QUESTIONNAIRE

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your Affirmative Action Plan.

1. Name and address of your organization: \_\_\_\_\_

2. Name and position of person completing this report \_\_\_\_\_

3. We do not wish to be on your prime vendor list and are returning this form incomplete:

Yes \_\_\_\_ No \_\_\_\_

4. Do you consider your organization to be an Equal Employment Opportunity Employer?

Yes \_\_\_\_ No \_\_\_\_

5. Are you part of or a division of a larger parent organization? Yes \_\_\_\_ No \_\_\_\_.

If yes, please give parent organization name and home office address: \_\_\_\_\_

6. How many employees were on the payroll last pay period? Full Time \_\_\_\_ Part Time \_\_\_\_

7. How many women were on the payroll? Full Time \_\_\_\_ Part Time \_\_\_\_

8. How many minorities were on the payroll?

Full Time Male Minority employees: \_\_\_\_\_

Full Time Female Minority employees: \_\_\_\_\_

Part Time Male Minority employees: \_\_\_\_\_

Part Time Female Minority employees: \_\_\_\_\_

9. Does your organization include in its employment advertising a phrase similar to: "*We are an Equal Employment Opportunity Employer*" or if your organization has not advertised recently, will a similar phrase be included if advertising is undertaken in the future Yes \_\_\_\_ No \_\_\_\_

10. Does your organization or your parent organization have an Affirmative Action Plan?

Yes \_\_\_\_ No \_\_\_\_ If yes, please supply a copy of the current plan.

11. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes \_\_\_\_ No \_\_\_\_ . If yes, please supply the name, title, phone number and address for future correspondence. \_\_\_\_\_

## **FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

## **OSHA TRAINING REQUIREMENTS**

Missouri Law, 292.675 RSMO, Requires the awarded contractor and its subcontractor(s) to provide a ten-hour (10) Occupational Safety and Health Administration (OSHA) construction safety program (or a similar program approved by the Missouri department of labor and industrial relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement) the awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour (10) program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include contractor forfeiture to the City of Normandy in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time-period for required program completion under 292.675 RSMO.

## **E-VERIFY**

E-Verify is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS). Bidders shall submit Form I-9 for all employees.

## INSURANCE

### Contractor's and Subcontractor's Insurance.

1. The Contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF NORMANDY AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by a subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:
  - a. Claims under Workmen's Compensation disability benefits and other similar employees' benefits acts.
  - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
  - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
  - d. Claims for damages insured by usual personal injury coverage which are sustained:
    - By any person because of an offense directly or indirectly related to the employment of such person by the Contractor.
    - By any other person
  - e. Claims for damages because of injury to or destruction of tangible property, including loss or use resulting, therefore.
2. **CERTIFICATES OF INSURANCE** which is acceptable to the CITY shall be filed with the CITY prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
  - a) **CONTRACTOR'S General Public Liability and Property Damage Insurance** including vehicle coverage issued to the Contractor and protecting him for from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract documents, whether such operations be by himself or by any Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from or sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for

all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.

- b) The Contractor shall acquire and maintain if applicable, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the CITY, the Contractor, and Subcontractor, as their interest may appear. This provision shall in no way release the Contractor of Contractor's surety from obligations under the Contract Documents to fully complete the project.
4. The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provision of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the contractor shall require such Subcontractor similarity to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
5. The Contractor shall secure, if applicable, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contractor Price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY. The policy shall name as the insured the Contractor, The Engineer, and the City of Normandy.

## GENERAL CONDITIONS

1. "CITY" refers to the City of Normandy, Missouri and its premises and employees. In case of any discrepancy between the General Conditions and the Special Provisions, the General Conditions shall govern.
2. Bidders must use the bid form(s) provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give total price quote, and sign the bid. Identify your bid on the envelope by listing the item bid, the number if appropriate, and the date of opening. If you do not care to bid, please return any plans, specifications, and bid sheet(s) and note your reason.
3. Vendor supplying materials directly to the city should not include Federal Excise Tax or Sales Tax and/or Use Tax in bid prices, as the City is exempt from these Taxes by law. In the case of bids submitted by contractors to the City, all Federal Excise Tax or Sales Tax and Use Tax on the materials purchased by the sub-contractor are the sole responsibility of the contractor and the City's tax exemption will not apply to these purchases.
4. The time of delivery or work starting dates should be listed on the bid form, as these dates may be taken into consideration in making the award.
5. The City of Normandy reserves the right to cancel all or part of bids if delivery is not made or work is not started as guaranteed.
6. All Tables, Contract Documents, and Reports of Data submitted by Contractor to City of Normandy under the terms and conditions of the Contract shall be and remain the sole property of City of Normandy. All quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract are estimates only. Contractor is responsible to verify all quantities, measurements, engineer's estimates, materials, supplies, equipment and any other items needed to complete the contract. The Contractor certifies that the City cannot and will not be held responsible for variations in the above items.
7. Contractor shall secure, at their own expense, all personnel, materials, equipment, labor, and whatever else is required to perform all services under the terms and conditions of this Contract.
8. Contractor shall obtain the prior written approval of City of Normandy if any subcontractors employed by Contractor are to perform work and services under the terms and conditions of the Contract. All contracts entered between Contractor and subcontractors for material or labor shall bind subcontractor to Contractor and City of Normandy in the same manner and to the same extent as Contractor is bound to City of Normandy by this Contract, where such is possible and reasonable. No subcontract shall, under any circumstances, relieve the Contractor of his liabilities and obligations under his Contract and all transactions with City of Normandy must be through Contractor. Subcontractors will be recognized only in the capacity of workmen and shall be subject to the same requirements as to character and competence.
9. The City or its authorized representative shall have general supervisory power over all work to be done under this Contract and shall have sole and final determination over all questions or disputes of any nature arising out of or related to this Contract.
10. Contractor shall not, without the prior written consent of the City of Normandy assign, transfer, or otherwise dispose of this Contract nor any claim thereunder, nor any interest therein, nor any monies due or to become due thereunder.

11. Contractor shall indemnify and hold harmless the City of Normandy, its officers, agents and employees from all complaints or suits made or brought for injury to persons or property caused by Contractor, its agents, employee's or independent contractor in the performance of work and services under this Contract.
12. The City may terminate the whole or any part of this Contract if Contractor fails to perform any terms or conditions of this Contract or fails to prosecute the work to endanger the timely performance of the Contract, either determination to be made solely by the City. Upon the making of either determination, the City shall notify Contractor in writing of such determinations and shall give Contractor ten (10) days to perform or correct the failing. Contractor shall be deemed to have defaulted in its Contract if it fails to perform or correct the failing within the ten (10) day period. City of Normandy may thereupon procure, upon such terms and conditions and in such manner as it deems appropriate, work and services like the work and services so terminated. In such an event, Contractor shall be liable and shall pay City of Normandy, from time to time, upon demand, all monthly costs expended by Contractor which are more than the monthly costs which would have been paid to Contractor if Contractor's performance was to have continue under this Contract for the Contract term.
13. The City may terminate the whole or any part of this Contract without cost to the City or to Contractor in cases where acts of God, fire, flood, tornadoes, earthquakes or other natural causes, enemy attacks, sabotage or other hostile actions, riots or civil disorders, strikes, or any other condition(s) beyond the control of Owner render the services of Contractor impossible or unreasonably difficult to perform, either determination to be made solely by the City.
14. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and as provided by Contractor's faithful Performance bond.
15. During the performance of the Contract, Contractor agrees as follow: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Contractor shall take affirmative action to make sure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
16. In the event of Contractor's non-compliance with the provisions of this clause, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further City of Normandy contracts. The rights and remedies of the City provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or provided by law.

17. Contractor shall furnish quality equipment, tools and supplies for the performance of this contract.
18. Contractor and its employees or agents, shall at no time, for any reason whatsoever permit or cause any obstruction to the movement of authorized persons with entering, or exiting adjacent right-of-way(s), or infringe upon areas of the property/properties or other property owners not within the designated work zone without prior written approval from the City or the City's designated representative.
19. Contractor will not permit any action on the premises that has an adverse effect or interferes with the proper functioning of any mechanical, electrical or drainage system, sanitary sewer system or any facility provided for the protection of the public, unless specifically allowed as part of the Plans and/or Specifications, or approved in writing by the city.
20. Contractor shall be responsible for careless workmanship. If a task is not performed to produce the specified, standard result, it shall be re-done at the Contractor's expense.
21. Rework shall be performed as an "extra" and shall not interfere with nor detract from the performance of regular, scheduled work.
22. Holidays: No services shall be performed on the following days:

**New Year's Day**  
**President's Day**  
**Dr. Martin Luther King Day**  
**Memorial Day**  
**Juneteenth (June 19)**  
**Independence Day (July4)**  
**Labor Day**  
**Columbus Day**  
**Veteran's Day**  
**Thanksgiving Day (Thursday and Friday)**  
**Christmas Eve and Christmas Day**

Owner observes any holidays falling on Saturday on the proceeding Friday, and any holidays falling on Sunday on the succeeding Monday.



## SPECIFICATIONS FOR DEMOLITION

**PLEASE READ CAREFULLY AND INITIAL EACH ITEM**

**SUBMIT THIS FORM WITH BID:**

- The Contactor shall be registered with the State of Missouri and be approved by the City of Normandy for the work, which is to be performed. \_\_\_\_\_
- The selected Contractor shall furnish proof of insurance coverage as specified in “Insurance” of this bidding document. The selected contractor shall submit proof of insurance within ten (10) days of “Notice of Award” \_\_\_\_\_
- ALL bidders are required to submit a Bid Bond in the amount of 10% of total bid. \_\_\_\_\_
- A Performance Bond is required, 100% of the contract amount shall be submitted by the selected contractor with a signed contract, at which time the 10% Bid Bond will be released. \_\_\_\_\_
- Before a structure can be demolished, the Contractor shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. Sewer shall be disconnected at the main. A permit to demolish the structure shall not be issued until a release is obtained from the utilities, stating that their respective service connections and all appurtenances such as meters and regulators, etc., have been removed or sealed and plugged in a safe manner. Copies must be submitted with Normandy Demolition Permit Application for each structure \_\_\_\_\_
- Notice to Adjoining Owners: Only when written notice has been given by the Contractor to the owners of adjoining lots of which the temporary interruption of utilities or access may be necessitated by the proposed work, shall a permit be granted for the removal of a building or a structure. \_\_\_\_\_
- A “Permit” from St Louis County Department of Health, Division of Environmental Protection shall accompany Normandy’s Demolition Permit Application \_\_\_\_\_
- Provide Copies of St Louis County Department of Health “Demolition of Waste” permit with each Normandy Demolition Permit Application \_\_\_\_\_
- Demolition and Permits shall be obtained at *no cost* to the bidder and will be issued at Normandy City Hall, 7700 Natural Bridge Rd, Normandy, MO 63121. \_\_\_\_\_
- Lot Regulations: Whenever a structure is demolished or removed the lot shall be restored to the established grades of adjacent properties and shall assure proper drainage of storm water. Only approved masonry sand, red sand, gravel or soil fill may be used. When sand, gravel or soil fill is used over masonry fill it shall be properly hosed with water so as to fill all voids and provide not less than twelve inches (12”) of cover over all masonry rubble. \_\_\_\_\_
- Compaction: All excavations shall be backfilled with acceptable material and compacted at minimum of 90 percent Modified Proctor in accordance with ASTM D 1557. The contractor shall stipulate to the compaction and be verified by the City’s Engineer.
- Basement and Foundation Walls: All basement floors, footings, and foundations shall be **completely** removed from the site (do not bury). The basement area is to be inspected and approved by the city before backfilling is started. The Contractor shall ensure that no basement

All funding or a portion thereof for this project will be paid through Community Development Block Grant (CDBG) Funds

excavation will remain open and exposed for more than 24 hours. The Contractor shall contact the City when removal is complete to schedule the basement inspection. Failure to do so may result in re-excavation of the basement area at the Contractor's expense. \_\_\_\_\_

- Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances. \_\_\_\_\_
- There shall not be less than **twelve inches (12")** of topsoil cover over the entire demolition site. \_\_\_\_\_
- There shall not be less than **twelve inches (12")** of dirt cover over the entire demolition site. \_\_\_\_\_
- Backfill: When site conditions permit, as determined by the City, on-site soil shall be used as backfill material. The top 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. The Contractor shall bring in enough topsoil from off-site to place a minimum 12-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.
- The erection of necessary barricades, walls, fences, etc., for safety of the public shall be the responsibility of the Contractor. NOTE: The Contractor shall provide additional backfill as needed. \_\_\_\_\_
- Rubble and Debris: All demolition rubble and debris shall be disposed of in a proper manner at the expense of the Contractor. Dumping tickets shall accompany final invoice. \_\_\_\_\_
- *All trees that are to be removed; shall be completely removed from the lot, and the area backfilled. Tree stumps shall be totally removed.* \_\_\_\_\_
- Seeding and Straw: The lot shall be covered in seed and straw after final grade; the grass seed shall be Perennial Rye. \_\_\_\_\_
- Provide copies of Asbestos Abatement receipt to this office with payment voucher. \_\_\_\_\_
- After notice to proceed is issued, all work shall be completed within thirty (30) WORKING Days. \_\_\_\_\_
- The contractor shall bid the structures on a separate bid sheet (**Attachment #1**) \_\_\_\_\_
- The contractor shall bid the asbestos abatement on a separate bid sheet (**Attachment #2**) \_\_\_\_\_
- The contractor shall bid the accessory structures on a separate bid sheet (**Attachment #3**) \_\_\_\_\_
- Landfill receipts shall be attached with final invoices. \_\_\_\_\_
- Wet Demolitions are required to have permits issued by Missouri American Water to tap fire hydrant. File permits at Normandy City Hall.
- Payments shall be lump sum on completion, to be paid directly from Saint Louis County Planning Department within 30 days of submitting invoices to the City of Normandy \_\_\_\_\_

All funding or a portion thereof for this project will be paid through Community Development Block Grant (CDBG) Funds

**ADDITIONAL INFORMATION**

It is the City’s intent to attain Substantial Completion within 60 days.

The houses are vacant and will remain so. Ameren electric meters and Spire services will be *removed by the demolition contractor.*

Water service shall be tapped off by licensed plumber, Missouri American Water shall be notified by the contractor.

All trees and stumps must be removed, parcel shall be graded and backfilled.

Contractor shall have sufficient personnel, equipment and material on a standard straight time work week to conform to demolition requirements.

Acceptable work hours are Monday through Friday during daylight hours, 7:00am -5:00pm. No demolition work shall be permitted on Saturdays or Sundays.

I have read all the above **Specifications for Demolition**, and initialed where noted and hereby agree to return to the City of Normandy and comply with all of the terms and conditions listed in the Specifications.

\_\_\_\_\_  
**Company’s Name**

\_\_\_\_\_  
**License**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mayor Mark Beckmann**

**DEMO STRUCTURES BID SHEET (Attachment #1)**

**BID FORM**

PROPOSAL HAVE: \_\_\_\_\_ (HEREINAFTER CALLED "BIDDER")

TO: THE CITY OF NORMANDY, 7700 NATURAL BRIDGE RD., NORMANDY, MO 63121

The Bidder, in compliance with our invitation for bid for the demolition of certain properties in the City of Normandy, and having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all equipment, labor, materials, and supplies, and to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated below:

Locator ID	Address	Sq. Ft.	Property Type	Price
13H210867	5507 Holborn Dr. St. Louis, MO 63121	1,032ft <sup>2</sup>	Single Family	\$
13H230117	5522 Winchelsea Dr. St. Louis, MO 63121	1,032ft <sup>2</sup>	Single Family	\$

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ATTEST

**ASBESTOS ABATEMENT BID SHEET (Attachment #2)**

**BID FORM**

PROPOSAL HAVE: \_\_\_\_\_ (HEREINAFTER CALLED "BIDDER")

**TO: THE CITY OF NORMANDY, 7700 NATURAL BRIDGE RD., NORMANDY, MO 63121**

The Bidder, in compliance with our invitation for bid for the demolition of certain properties in the City of Normandy, and having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all equipment, labor, materials, and supplies, and to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated below:

Locator ID	Address	Sq. Ft.	Property Type	Price
13H210867	5507 Holborn Dr. St. Louis, MO 63121	1,032ft <sup>2</sup>	Single Family	\$
13H230117	5522 Winchelsea Dr. St. Louis, MO 63121	1,032ft <sup>2</sup>	Single Family	\$

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ATTEST

**TREES, FENCES, ACCESSORY STRUCTURES BID SHEET**  
**(Attachment #3)**

PROPOSAL HAVE: \_\_\_\_\_ (HEREINAFTER CALLED "BIDDER")

**TO: THE CITY OF NORMANDY, 7700 NATURAL BRIDGE RD., NORMANDY, MO 63121**

The Bidder, in compliance with our invitation for bid for the demolition of certain properties in the City of Normandy, and having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all equipment, labor, materials, and supplies, and to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated below:

Locator ID		Trees/Fences/Accessory Structures (identify below)	Price
13H210867	5507 Holborn Dr. St. Louis, MO 63121	All trees and vegetation	\$
13H230117	5522 Winchelsea Dr. St. Louis, MO 63121	All trees and vegetation	\$

THE ABOVE UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, REMOVAL OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR.

BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY COMBINATION THEREOF, AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THIS BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF 90 (NINETY) CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ATTEST

All funding or a portion thereof for this project will be paid through Community Development Block Grant (CDBG) Funds

***BID SHEETS TO BE RETURNED WITH BID PACKET***

**Total Bid Price Form**

**Company Information Form**

**Project Agreement**

**Affirmative Action Statement**

**Affirmative Action Questionnaire**

**Insurance Requirements**

**Specifications for Demolitions**

**Bid Sheet (Structures)**

**Bid Sheet (Asbestos)**

**Bid Sheet (Accessory Structures)**

**Other Documents – completed**

- **CDBG Activity Contract with Additional Agreement rev. 5.20**
- **HUD 4010**
- **OCD Workforce Updated Report Updated 6.15.2023**

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

**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;

### **I. Scope of Services**

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



## **II. Time of Performance**

**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 V, 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.

## **III. Compensation and Method of Payment**

**A.** The Subrecipient agrees to pay the Contractor the Sum of \$\_\_\_\_\_. Such Sum is to be paid in the following manner:

**B.** 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.

## **IV. 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.

## **V. General Conditions**

**A. General Compliance.** The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.

**B. 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.

**C. 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.

**D. Workers' Compensation.** The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

**E. 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.)

**F. 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.

**G.** 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.

H. 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.

I. 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.

J. All work provided for in this Contract shall be performed in a safe, neat and workmanlike manner.

K. **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.

L. 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.

**M. 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:

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.

**N.** 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.

**O.** 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.

## **VI. Documentation and Recordkeeping**

**A. 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.

**B. 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.

## **VII. Personnel and Participant Conditions**

**A. 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.

**B. 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.

**C. 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.

**D. 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.

**E.** 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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.

## **VIII. Employment Restrictions**

**A. 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.

**B. "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.

**C.** 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."

**D.** The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

**E. 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.

**F. 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.

**G. 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.

## **IX. Subcontracts**

**A. 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.

**B. 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 non-compliance. 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.

**C. 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.



**D. 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.

**X. 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.

**XI. 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).

**XII. Environmental Conditions**

**A. 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.

**B. 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.

**XIII. Attachments**

**A.** 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.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

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 \$200,000 trigger Section 3. When triggered, Section 3 opportunities must be extended to certified residents and businesses to these minimum goals:

1. **25% of the aggregate number of labor hours shall be assigned to Section 3 workers;**
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
2. Will you be hiring new employees or providing new training opportunities because of this contract?     YES     NO
3. Will you be using subcontractors to complete this project?     YES     NO  
     If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? \_\_\_\_\_ %
4. Is your bid/contract/subcontract amount greater than \$200,000?     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 \$200K:	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									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	<b>TOTAL</b>							<b>\$</b>	<b>\$</b>

\*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 LABOR HOUR INFORMATION**

This form is required for all Section 3-triggered projects (over \$200,000) and must be submitted with bid or application for funding.

Step 1: In the table below, list ALL positions needed for the proposed project and the estimated number of labor hours to be used by each position. 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 \$200,000 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.*

Prime or Subcontractor	Job Classification (i.e. Carpenter, Laborer, Cement Mason, etc)	Estimated # of positions needed for this project	Estimated # of labor hours needed for this project	Est. # of Section 3 Labor hours need for this project	Est. # of targeted section 3 labor hours needed for this project
<b>TOTALS</b>					

Step 2: Calculate the percentage of Section 3 labor hours in the table below.

A. Estimated Total Number of labor hours	B. Estimated Number of Section 3 labor hours	SECTION 3 COMPLIANCE CALCULATION	
		ACTUAL (Divide column B by column A)	GOAL
		_____ %	25%

**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 \$200,000) 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		
8		
9		
10		
11		
12		
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

**2021 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
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

**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 \$200,000) 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)**

3. 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.

4. 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.

5. 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 \$200,000) must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 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.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 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.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- VI. 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.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**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 \$200,000) and must be submitted on the following schedule:

Quarterly

January – March: Due April 15<sup>th</sup>  
 April – June: Due July 15<sup>th</sup>  
 July – September: Due October 15<sup>th</sup>  
 October – December: Due January 15<sup>th</sup>

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: <input type="checkbox"/> Quarterly <input type="checkbox"/> Final
Reporting Period Start Date:	Reporting Period End Date:

**I. SECTION 3 CONTACT INFORMATION**

Section 3 Contact Name:	
Phone:	Email:

**II. 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 <u>new</u> training opportunities created)

**III. 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	\$	\$	%

**IV. 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 \$200,000) 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							
3							
4							
5							
6							
7							
8							
9							
10							
11							
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									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14	<b>TOTAL</b>							<b>\$</b>	<b>\$</b>

\*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.

**2021 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
\$47,550	\$54,350	\$61,150	\$67,900	\$73,350	\$78,800	\$84,200	\$89,650

**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  
500 Northwest Plaza Dr, Suite 801, St. Ann, MO 63074  
(314) 615-8672 | [section3@stlouiscountymo.gov](mailto:section3@stlouiscountymo.gov)

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



# 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
\$56,250	\$64,300	\$72,350	\$80,350	\$86,800	\$93,250	\$99,650	\$106,100

\*This represents the 2023 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@stlouiscountymo.gov](mailto:Section3@stlouiscountymo.gov)**

**<https://stlouiscountymo.gov/st-louis-county-departments/human-services/community-development/section-3-hud-act-of-1968/>**