

REQUEST FOR QUALIFICATIONS

NOTICE: Ogden City ("Owner") is seeking Statements of Qualifications (SOQs) from qualified General contractors for the HOUSING REHABILITATION CONSTRUCTION SERVICES.

Qualified respondents will be General Contractors in the state of Utah, and who meet Ogden City's insurance and bonding requirements. Contractor must hold the Utah Lead-Based Paint Certification or obtain within 6 months of signing on.

REQUEST FOR QUALIFICATIONS (RFQ): Interested firms may obtain the RFQ Information Packets at no charge at **the City's webpage - <https://www.ogdencity.com/264/Purchasing>**. The RFQ may also be picked up at the offices of the Ogden City Community Development Division, 2549 Washington Blvd, #120, Ogden Utah 84401.

SOQs DUE: Statements of Qualifications will be submitted to the Purchasing Agent, c/o the 1st Floor Information Desk, located at 2549 Washington Boulevard, Suite 510, Ogden, Utah 84401 **no later than 4PM, Mountain Time on June 30, 2022**. Five (5) copies of the contractor's SOQ shall be submitted in a sealed envelope. Any SOQ failing to clearly present all the requested information or failing to be in the requested format may be considered non-responsive and rejected.

SELECTION OF QUALIFIED FIRMS: The Owner will review the submitted SOQs for required content, expertise, and experience. The Owner will select the firms to be pre-qualified.

Ogden City reserves the right to accept or reject any submission that best serves its convenience and /or is in the best interest of the city.

Ogden City welcomes and encourages submissions from local, small, minority, women owned, Section Three business enterprises, and other disadvantaged business enterprises. Ogden actively outreaches to Minority Business Enterprises and Women Business Enterprises and reserves the right to reopen this RFQ in fulfillment of its policy of promoting opportunities for minority and women owned businesses.

Published: December 11 & 18, 2021.

REQUEST FOR QUALIFICATIONS
CONSTRUCTION SERVICES
FOR
OGDEN CITY COMMUNITY DEVELOPMENT DIVISION

I. Project Scope

The Ogden City Community Development Division operates housing and neighborhood improvement programs. These initiatives are designed to revitalize neighborhoods in need, to encourage greater owner-occupancy and private investment in those areas, and to provide housing opportunities for a variety of household types and with varying incomes by improving existing and building new housing stock. Ogden City uses a variety of funding sources, including federal grant funds which have special income and project administration requirements.

Ogden City operates an Asset Control Area program through an agreement with the U.S. Department of Housing and Urban Development. This allows Ogden City to purchase HUD foreclosures for the purpose of renovating them and selling them to eligible buyers. All HUD homes within a designated target area come to Ogden City. Required renovations bring the home up to Ogden's building codes, and add enhancements designed to prolong the life of the property and enhance its setting in the neighborhood. Homes are sold to owner-occupant buyers whose income does not exceed 115% of area median, and who agree to live in the home for at least three years. Down payment and closing cost assistance is available through HUD and Ogden City. The program has been in place since the Spring of 2005.

In addition to the above, Ogden City sometimes acquires non-HUD homes through purchase or foreclosure which are renovated and made available for sale to owner-occupant buyers. Ogden City may also acquire vacant land suitable for housing development.

II. Objective

Ogden City will establish a pool of qualified contractors, from respondents to the ongoing Request for Qualifications processes. Ogden City reserves the right to determine the number of contractors, and to screen contractors based on qualifications. The contractor pool will be established for a minimum of one year and may be renewed at the City's discretion. Ogden City will request competitive bids for work on the projects described above from contractors in the pool. At its discretion, Ogden City may also request competitive bids from other qualified contractors not in the contractor pool. The work will involve renovation of residential properties owned by, or under the direction of, Ogden City Community Development Division.

III. Outline of Expectations

- A. Respondent must be a general contractor with minimum license classifications of B-100 or R-100.
- B. Insurance with coverage as follows:
 - Combined General Liability: Minimum of \$3,000,000 commercial general

- liability coverage with \$1,000,000 for each occurrence.
 - Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah and employers' liability with limits of \$1,000,000.00 per accident.
- C. Bonding capacity for the value of the construction on an individual project. Projects will range from \$10,000.00 to over \$50,000.00.
- D. Significant experience in residential remodeling and construction.
- E. Experience in renovating historic properties and familiarity with the Secretary of the Interior's standards for renovating historic buildings.
- F. *Contractor must hold or obtain within 6 months the Utah Lead-Based Paint Certification before being awarded any jobs. Any lead mitigation work must be performed by certified workers.
- G. Ogden City and Contractor enter into a Construction Agreement. The form of this agreement is included as Exhibit "A."

IV. Special Instructions to Respondents

- A. Project Phases & Activities
Successful respondents will be in the contractor pool for a period of one year, with annual renewals considered.
- B. Contractor Information Sheet
Please complete the attached Contractor Information Sheet, and supply all attachments requested (See Exhibit "B").
- C. Personnel/Staffing
Please provide an organizational chart of the proposed team for these projects, including the names of specific team members and their assigned responsibilities.
- D. Lead-Paint Certifications
Submit copies of Lead-Paint Certifications.
- E. Fees
Indicate the contractor's anticipated profit and overhead fee based on the contracting approach outlined in this Request for Qualifications. This should be stated as a percentage of construction costs.
- F. Submission Format
For uniform review and evaluation of the project submissions, the following format should be used in preparing your submission:
1. Cover Letter with Statement of Interest
 2. Contractor Information Sheet and attachments (see Exhibit "B")
 3. Personnel/Staffing List

4. Lead-Paint Certifications (*see III above for more information)
5. Fee Statement
6. Appendix (any additional pertinent information)

G. Time Frame

The **deadline for receipt of submissions** on this project is **June 30, 2022 no later than 4PM, Mountain Time**. The interested parties shall provide five (5) copies of the submittal in a sealed envelope, delivered to:

**Ogden City Purchasing Agent
c/o 1st Floor Information Desk
2549 Washington Boulevard,
Ogden, Utah 84401**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

VI. Evaluation Criteria

Contractors will be selected and added to the contractor pool based on experience, expertise, references, licensing and certifications. The Selection Committee will consist of staff from the Ogden City Community Development Division.

During the Submittal process, any questions you may have, please submit your questions in writing to:

Contact: Purchasing@ogdencity.com

Your questions & the responses will be published on our Purchasing webpage <https://www.ogdencity.com/264/Purchasing> for all potential bidders to view.

**Exhibit “A” –
Construction Agreement form**

**CONSTRUCTION AGREEMENT
FEDERAL FUNDING - HOUSING CONSTRUCTION**

THIS AGREEMENT, entered into as of the ____ day of _____, 2017, by and between **OGDEN CITY CORPORATION**, a Utah municipal corporation, hereinafter "Owner," and _____ herein after "Contractor."

WITNESSETH:

WHEREAS, Owner has established a need for Contractor services to provide and oversee the demolition of the property owned by Owner; and

WHEREAS, Contractor has proposed to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** Owner hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in Exhibit A - Scope of Work, incorporated herein by reference. This involves construction work at _____.

2. **Time of Performance.** This Agreement shall commence the date first noted above. Contractor shall complete the Scope of Work under this Agreement no later than **ninety (90) days** from receiving a demolition permit from Ogden City's building services department and a written notice to proceed from Ogden City's community development department. Work must begin on or before _____. This Agreement shall terminate upon completion of the Work.

3. **Compensation.** For such services, Contractor shall be paid as specified in Exhibit B - Schedule of Values, attached hereto and by this reference made a part hereof. The total compensation shall not exceed - _____ **DOLLARS (\$_____)**. Said total shall constitute full payment for all services rendered and costs incurred by Contractor in performing this Agreement.

4. **Specific Representations And Warranties.** By executing this Agreement, Contractor makes the following express representations and warranties to Owner:

A. Contractor is professionally qualified to act as the general contractor/construction manager for the Project and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as the construction manager for the Project and to perform the Services required hereunder.

B. Contractor has become familiar with all design and construction documents generated to date and will become familiar with all generated hereafter, and has become familiar with the Project site and the local conditions under which the Project is to be constructed.

C. Contractor has the capability and experience, including sufficient qualified and competent supervisory personnel, to efficiently and timely accomplish the Work and perform the Services, and Contractor will continuously furnish sufficient personnel to accomplish the Work and perform the Services in a timely and proper manner.

D. Contractor shall comply, and shall cause all Subcontractors to comply, with all Applicable Laws.

E. Contractor assumes full responsibility to Owner for the acts and omissions of its officers, employees, Subcontractors, consultants, and others employed or retained by it or them in connection with the performance of the Services or the Work.

F. Contractor warrants to Owner that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

G. All obligations related to or arising from all representations and warranties made in the Contract Documents shall be obligations of, and shall be deemed incorporated in, the performance bond furnished by Contractor.

H. The representations and warranties enumerated in this paragraph operate in addition to, and shall in no way supersede, limit, or restrict any other duty, responsibility, representation, or warranty, express or implied, created or required by the Contract Documents or by law.

5. Correction Of Defective Work. If within one (1) year after Final Completion any of the Work is found to be defective or not in strict accordance with the Contract Documents or industry standards (two (2) years for roofing), Contractor shall correct such Work promptly upon receipt of written notice from Owner, or subsequent Owner. This obligation shall survive Final Payment by Owner and termination of this Agreement.

6. No Period Of Limitation Established. Nothing contained in paragraph 5 shall establish any period of limitation with respect to Contractor's other obligations and warranties under the contract. Establishment of the time period in paragraph 5 above relates only to Contractor's specific duty to correct or complete the Work.

7. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, Owner shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of the Agreement by Contractor, and Owner may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Owner from Contractor is determined.

8. Termination for Convenience. The Owner or Contractor may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by Owner as provided herein, Owner shall pay Contractor for all work performed as of the date of termination.

The Contractor may terminate the contract after 45 days from the execution of this agreement if Owner has not issued a written notice to proceed. If terminated by contractor after 45 days, Owner may choose to renegotiate construction costs based on material price increases.

9. Non-assignability. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Owner thereto.

10. Interest of Contractor. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah and employers liability with limits of \$1,000,000 per accident.

Insurance is to be placed with insurers acceptable to and approved by the Owner. Contractor's insurer must be authorized to do business in Utah at the time the contract is executed (and throughout the time period the contract is maintained), unless otherwise agreed in writing by the Owner. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by Owner as a material breach of contract.

Limits of liability amounts must meet contract requirements before contract is

initiated.

The Owner, and its elected officials, officers, employees, agents and volunteers are to be named as additional insureds with primary coverage and not contributing.

The Owner shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the Owner before work commences.

The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Owner.

Contractor's insurance shall be primary insurance and any insurance or self-insurance maintained by the Owner, its officers, officials, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its elected officials, officers, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations claim administration and defense expenses.

12. Payment & Performance Bonds.

- A. Prior to City executing the Agreement, Contractor shall file with the City a good and sufficient performance bond and a payment bond, each in the sum of not less than 100 percent of the Contract Price.
- B. The bonds shall be executed by the Contractor and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, with an underwriting limitation equal to or greater than the Contract Price which the bond guarantees or with a current "A-" rating or better in A.M. Best Co., Inc.'s, Best Insurance Reports, Property and Casualty Edition.
- C. Said bonds shall guarantee the faithful performance of the Construction Contract by the Contractor and payment of labor and materials. They shall inure by their terms to the benefit of the City. Neither this nor any other provision requiring a performance bond shall be construed to create any

rights in any third party claimant as against the City for performance of the work under this Agreement.

- D. If the surety on any bond furnished by Contractor is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this paragraph, Contractor shall, within 15 days thereafter, substitute another bond and surety, both of which must be acceptable to the City.

13. Final Payment

After completion of all work and punch list items, Owner shall pay the Compensation amount after deducting therefrom all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from the approval of the request for final payment of Contractor by the Owner's finance department. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and the final certificate for payment has been issued by the Owner. Final payment shall not become due until the Contractor submits to the Owner, (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety to final payment; (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Owner that without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment. The payment and acceptance of the final Compensation due and the adjustments and payment for any work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of work performed under the Agreement or any modification thereof, except for those claims specifically agreed to in writing as reserved and unresolved by the Owner.

14. Indemnification. Contractor agrees to indemnify, save harmless and defend Owner and its elected officials, authorized agents, officers, employees, and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractor's performance or failure to perform this

agreement.

15. Contract Documents.

A. The Contract Documents shall include this Agreement, the Design for Construction if existing, any supplemental conditions, any special conditions, Change Orders and field orders, any written amendments to this Agreement, and all documents expressly annexed hereto as part of this Agreement. The original Request for Qualification and the Proposal Submitted by the Contractor in response to the Request for Qualification. Documents not expressly listed above are not Contract Documents and do not constitute part of the contract between the parties.

B. Priority Of Documents. In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, interpretation will be based on the following descending order of priority:

1. This Agreement including Exhibits except that if any conflict arises between any Exhibit and the primary Agreement, the primary Agreement takes precedence.
2. Supplemental or Special Conditions (if any).
3. Specifications.
4. Plans, and among the Plans, the following:
 - a. As between figures given on plans and scaled measurements, the figures shall govern;
 - b. As between large scale plans and small scale plans, the large scale plans shall govern.

16. Substitutions. If Owner elects to accept any items proposed by Contractor as a substitution, Contractor shall assume full responsibility for the proper performance of such substituted items and shall assume the costs of any changes in the Work which may be due to such substitution.

17. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

18. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Owner: OGDEN CITY CORPORATION
 Community Development Division
 2549 Washington Blvd. Suite 120
 Ogden, Utah 84401
 (801) 629-8940

Contractor:

19. Independent Contractor. Contractor is independent of the Owner and shall perform all services according to its own methods without being subject to the control of

the Owner except as to the results obtained. The Owner shall not carry Workers Compensation insurance or any health or accident insurance to cover Contractor. The Owner shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Workers Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

20. When Rights and Remedies Not Waived. In no event shall any payment by Owner hereunder constitute or be construed to be a waiver by Owner of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to Owner with respect to such breach or default.

21. Integrated Document. This Agreement embodies the entire agreement between Owner and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of Owner prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon Owner.

22. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement, including but not limited to those outlined in Exhibit C, attached hereto.

23. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

24. Modifications. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

25. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

OGDEN CITY CORPORATION

By: _____

Mark Johnson / CAO

CONTRACTOR:

By: _____

Owner

Exhibit A
Scope of Work

Exhibit B
Schedule of Values

EXHIBIT "C"

FEDERAL FUNDING REGULATIONS

The Contractor, each subcontractor, and lower tier contractor thereafter shall be subject to the following contract provisions. These contract requirements and clauses, along with all attachments, shall apply to and shall be inserted into any and all subcontracts and lower tier contracts. The Contractor shall be responsible for the compliance with these Regulations by any subcontractor or lower tier subcontractor.

LABOR

~~The following requirements apply in all construction contracts over \$2,000, except for housing rehabilitation of properties containing less than 8 dwelling units:~~

- ~~-Form HUD-4010, Federal Labor Standards Provisions.~~
- ~~-Davis Bacon Act (40 U.S.C. 276 a-a7)~~
- ~~-Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)~~
- ~~-Copeland Anti Kick Back Act (18 U.S.C. 847 and 40 U.S.C. 276e)~~
- ~~-Executive Orders 11246 (Equal Employment Opportunity. Applies to construction contracts over \$10,000) and 11625, and Section 3 of the Housing and Urban Development Act of 1968 regarding employment, training and contracting opportunities (12 U.S.C. 1701u).~~

LEAD PAINT

Lead-Based Paint Poisoning Prevention Act (42 USC 4801, et seq. and 24 CFR Part 35) prohibits the use of lead-based paint in projects receiving federal funding.

ENVIRONMENTAL

All contracts and subcontracts over \$100,000, must comply with the standards, orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations at 40 CFR Part 15. **(Clean Air act applies to indoor particles, e.g., asbestos, lead paint dust)**

DEBARRED CONTRACTORS

The use of any Federally debarred, suspended or ineligible contractors, as determined by Ogden City, in any contract or subcontract is prohibited.

MINORITY BUSINESS ENTERPRISE

Positive efforts shall be made by the contractor to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing Federal funds.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by

HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Code of Federal Regulations / Title 24 - Housing and Urban Development / Vol. 1 / 2003-04-01700

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

~~(Attachments: HUD-4010 and General Wage Decision)~~

**Exhibit “B” –
Contractor Information Sheet**

**OGDEN CITY CORPORATION
COMMUNITY DEVELOPMENT DIVISION
2549 Washington Blvd. Suite 120, Ogden, UT 84401**

CONTRACTOR INFORMATION SHEET

- A. Business name: _____ Year Est. _____
- Owner or Parent Company: _____
- Business address: _____
- Business Tel.: _____ FAX: _____ Mobile Tel.: _____
- Federal I.D. # _____
If you do not have a federal I.D. #, please list your Social Security Number:

- State Contractor License # _____ Bid Limit: _____

Attach a copy of your current contractor's license to this form.

- B. Check the types of construction the firm has performed over the past two years:

_____ Home Remodeling _____ New Home Construction
_____ Commercial Construction _____ Other: _____

Contractor Classification:

_____	General	_____	Plumbing
_____	Electrical	_____	Heating
_____	Roofing		
_____	Glass Replacement		
_____	Hazardous Material Abatement		
_____	Demolition		
_____	Other:	_____	

- C. List at least three (3) recent clients who can attest to the quality of your work:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

D. Number of full-time employees: _____ Number of part-time employees _____

E. List two of your major suppliers:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>

F. Who in your organization is authorized to sign legal documents, pick up checks and sign bids:

Name: _____ Title: _____

G. Limits of your insurance coverage:

Liability: _____

Workman's Compensation: _____

Property Damage: _____

Attach Workman's Comp verification and a guarantee of insurance or a copy of your policy to this form.

H. Is this a minority-owned business? () Yes () No

If yes, please attach verification.

Is this a woman-owned business? () Yes () No

If yes, please attach verification.

Is business owner Hispanic? () Yes () No

What is the ethnicity of the business owner? _____

I certify the above information is true and complete. I authorize the Ogden City Community Development Division to verify any information provided in this application.

Authorized Signature

Date

Title: _____

Reminder: Attach copies of your contractor's license, workman's comp verification, Lead Supervisor Certification, and guarantee of insurance or policy.

For more information about this application call Ogden City Community Development Division, (801) 629-8940.