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| **Consolidated Certifications – General Contractor**Section 232 | **U.S. Department of Housing** **and Urban Development**Office of Residential Care Facilities | OMB Approval No. 2502-0605(exp. 03/31/2018) |

**Public reporting** burden for this collection of information is estimated to average 1.5 hours. This includes the time for collecting, reviewing, and reporting the data. The information is being collected to obtain the supportive documentation which must be submitted to HUD for approval, and is necessary to ensure that viable projects are developed and maintained. The Department will use this information to determine if properties meet HUD requirements with respect to development, operation and/or asset management, as well as ensuring the continued marketability of the properties.

**Warning:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

**Privacy Act Notice:** The Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of: The National Housing Act, 12 USC 1701 et seq. and the regulations at 24 CFR 5.212 and 24 CFR 200.6; and the Housing and Community Development Act of 1987, 42 USC 3543(a).  The information requested is mandatory to receive the mortgage insurance benefits to be derived from the National Housing Act Section 232 Healthcare Facility Insurance Program. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.  No confidentiality is assured.

**INSTRUCTIONS**:

Please use the gray shaded areas (e.g., <<example>>) or appropriate check box (e.g., [ ] ) for your responses.

|  |  |
| --- | --- |
| **Project:** | <<name of Project here>> |
| **Project Location:** | <<project city and state here>> |
| **FHA Number:** | <<FHA number here>> |
| **Borrower:** | <<name of Borrower here>> |
| **Operator:** if applicable | <<name of Operator here {or} N/A if not applicable>> |
| **Management Agent:** if applicable | <<name of Management Agent here {or} N/A if not applicable>> |
| **Lender:** | <<Lender's name here>> |
| **General Contractor:** | <<contractor's name here>> |

1. **Program**

**Select Applicable Section 232 Program Type:**  Choose an item.

1. **Supplement to Underwriting Analysis**

|  | **Yes** |  | **No** |
| --- | --- | --- | --- |
| 1. Has the General Contractor been delinquent on any federal debt? If yes, attach a letter from the affected agency that the debt is satisfied or under a workout agreement. .
 | [ ]  |  | **[ ]**  |
| 1. Has the General Contractor been a defendant in any suit or legal action?
 | [ ]  |  | **[ ]**  |
| 1. Has the General Contractor ever claimed bankruptcy or made compromised settlements with creditors?
 | [ ]  |  | **[ ]**  |
| 1. Are there judgments recorded against the contractor?
 | [ ]  |  | **[ ]**  |
| 1. Are there any unsatisfied tax liens against the contractor?
 | [ ]  |  | **[ ]**  |

If the answer to any of questions 1 through 5 is “yes,” **attach the details on a separate sheet using instructions below.**

The General Contractor certifies that its answer to each of the questions in this Part and the information in any such attached sheets is true and correct.

1. Delinquent federal debt – Provide the following:

#### A detailed, written explanation from any applicant or Principal with a prior federal default or claim or whose credit report and financial statements contain conflicting or adverse information.

#### A letter from the affected agency, on agency letterhead and signed by an officer, stating the delinquent federal debt is current or satisfactory arrangements for repayments have been made.

1. Judgments – Provide a detailed, written explanation from any applicant or Principal explaining the circumstances of the judgment, the resolution, and if not resolved, the expected outcome and resolution date.
2. Suits or legal actions – Provide a detailed, written explanation from any applicant or Principal explaining the circumstances of the suit or action, describing the expected resolution of or mitigation for the action, and indicating whether the entity has insurance or other mitigation to cover adverse judgements or settlements from the action. Documentation must show likelihood and date to resolve. If previously resolved, indicate date of original suit and resolution date.
3. Bankruptcies – Any Borrower or Operator of a healthcare facility or their affiliate or renamed or reformed company that has filed for, is in, or has emerged from bankruptcy within the last five years is not eligible to participate in any manner in a facility that is the subject of a mortgage insured through the Section 232 Mortgage Insurance for Health Care Facilities Programs. A project in bankruptcy that is acquired by a non-identity of interest Borrower in good standing is eligible for mortgage insurance.
4. **Byrd Amendment**

The General Contractor states, to the best of its knowledge and belief, that: “If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Principal shall complete and submit Standard Form-LLL-Disclosure Form to Report Lobbying, in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1. **Credit Authorization**

The General Contractor consents to the release of any banking and credit information in connection with the mortgage loan insurance application with respect to the above-referenced project to HUD, the Lender, and any contractors engaged by HUD or the Lender in connection with such application.

The General Contractor also authorizes the Lender to request credit reports from an independent credit reporting agency and agrees to cooperate fully with said independent agency in regard to this matter. The Lender and HUD are also authorized to verify references and depository institutions supplied by the undersigned.

For the purpose of obtaining financing for the project, the General Contractor further authorizes the Lender to disclose all financial and other information submitted by the General Contractor and others in connection with the project, and hereby releases the Lender, its agents, and employees from liability arising from such disclosures to HUD and to other such persons and entities as the Lender deems necessary or appropriate in connection with the project.

1. **Identities of Interest**

Does the General Contractor have an identity of interest with the following parties or their Principals?

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **NotApplicable** | **Yes** | **No** |  | **NotApplicable** | **Yes** | **No** |
| Lender |  | [ ]  | [ ]  | Appraisal Firm: | [ ]  | [ ]  | [ ]  |
| Borrower: |  | [ ]  | [ ]  | Market Study Firm: | [ ]  | [ ]  | [ ]  |
| Operator: | [ ]  | [ ]  | [ ]  | Environmental Firm: | [ ]  | [ ]  | [ ]  |
| Management Agent: | [ ]  | [ ]  | [ ]  | PCNA Firm: | [ ]  | [ ]  | [ ]  |
| Design Architect: | [ ]  | [ ]  | [ ]  | Cost Review Firm: | [ ]  | [ ]  | [ ]  |
| Supervisory Architect: | [ ]  | [ ]  | [ ]  | A&E Review Firm: | [ ]  | [ ]  | [ ]  |
| Lender (Existing) | [ ]  | [ ]  | [ ]  | Seller: | [ ]  | [ ]  | [ ]  |
| AR Lender | [ ]  | [ ]  | [ ]  | Other fee-based service provider (administrative services, physical therapy, etc.): | [ ]  | [ ]  | [ ]  |
| Secondary Financing Lender | [ ]  | [ ]  | [ ]  | Other: | [ ]  | [ ]  | [ ]  |

If the answer to any of the questions in this Part is “yes,” attach a separate sheet setting forth the nature of each such identity of interest. The General Contractor certifies that, to the best of its knowledge, its answer to each of the questions in this Part and the information in any such attached sheets is true and correct.

1. **Previous Participation Certification**

**[ ]  General** Contractor is considered a Controlling Participant per HUD regulation andHAS completed an electronic Previous Participation certification via the Active Partners Performance System (APPS), and is proceeding to Part VII.

**[ ]  General** Contractor is considered a Controlling Participant per HUD regulation andhas NOT completed an electronic submission, and must complete this Part VI certification.

The Controlling Participant certifies that:

[ ]  **It has NO Previous Participation** in Office of Healthcare or Multifamily Housing programs of HUD, housing projects with current flags under the U.S. Department of Agriculture’s previous participation review system or any other housing project participating in a federal, state or local or government program; and during the Controlling Participant’s participation in the housing project (i) the housing project was not foreclosed upon; (ii) the housing project was not transferred by a deed in lieu of foreclosure; or (iii) an event of default, or similarly termed event, was not declared or remained after any applicable notice and cure periods against the housing project or the Controlling Participant pursuant to the government program’s project documents in the past 10 years.

[ ]  **It** **DOES have Previous Participation** in Office of Healthcare or Multifamily Housing programs of HUD, housing projects with current flags under the U.S. Department of Agriculture’s previous participation review system and any other housing project participating in a federal, state or local or government program and during the Controlling Participant’s participation in the housing project (i) the housing project was not foreclosed upon; (ii) the housing project was not transferred by a deed in lieu of foreclosure; or (iii) an event of default, or similarly termed event, was not declared or remained after any applicable notice and cure periods against the housing project or the Controlling Participant pursuant to the government program’s project documents in the past 10 years as listed on the attached Attachment Three.

**Certifications:** Controlling Participant hereby certifies that the Controlling Participant has never been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a), except as disclosed to HUD in an attached signed statement explaining the relevant facts, circumstances, and resolution, if any. All the statements made in this certification and in any attachments hereto are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in *Schedule of Previous Participation in FHA Insured & Other Government Agency Facilities (the “Schedule”)* and Exhibits signed and attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

Controlling Participant further certifies that:

1. **General Contractor’s organizational chart, in such detail as approved by HUD, including participation role, ownership percentage, and SSN/TIN, is attached hereto (“Organizational Chart”).** This Organizational Chart lists all Principals of General Contractor, as defined in 24 CFR 200.215 or otherwise required by HUD.
2. The Schedule of Previous Participation in FHA Insured & Other Government Agency Facilities attached hereto contains a listing of every assisted or insured project in Office of Healthcare or Multifamily Housing programs of HUD, housing projects with current flags under the U.S. Department of Agriculture’s previous participation review system or any other housing project participating in a federal, state or local or government program; and during the Controlling Participant’s participation in the housing project (i) the housing project was not foreclosed upon; (ii) the housing project was not transferred by a deed in lieu of foreclosure; or (iii) an event of default, or similarly termed event, was not declared or remained after any applicable notice and cure periods against the housing project or the Controlling Participant pursuant to the government program’s project documents in the past 10 years.

For the period beginning 10 years prior to the date of this certification, and except as shown on the Schedule:

* 1. No loan on a project listed on the attached schedule has ever been in default, assigned to the Government or foreclosed, nor has it received relief from the mortgagee.
	2. Controlling Participant has not experienced defaults or non-compliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project.
	3. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning any of projects listed on Attachment 3.
	4. There has not been a suspension or termination of payments under any HUD assistance contract due to the fault or negligence of the Controlling Participants.
	5. The Controlling Participant has not been convicted of a felony and neither is presently, to its knowledge, the subject of complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less).
	6. The Controlling Participant has not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
	7. The Controlling Participant has not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
1. The Controlling Participant is not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0.
2. The Controlling Participant is not currently a participant in an assisted or insured project on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
3. The Controlling Participant has not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a).
4. The Controlling Participant is not a member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

Statements above (if any) to which the Controlling Participant cannot certify have been deleted by striking through the words. An authorized representative of the Controlling Participant has initialed each deletion (if any) and has attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

1. **50/75% Rule**

|  | **Yes** |  | **No** |
| --- | --- | --- | --- |
| 1. Will any one subcontractor, material supplier, or equipment lessor be awarded more than 50% of the construction contract? .
 | [ ]  |  | **[ ]**  |
| 1. Will three or fewer subcontractors, material suppliers, or equipment lessors be awarded more than 75% of the construction contract in aggregate?
 | [ ]  |  | **[ ]**  |
| 1. Does or will the General Contractor have any identities of interest with any subcontractors, material suppliers, or equipment lessors?
 | [ ]  |  | **[ ]**  |

If the answer to any of questions 1 through 3 is “yes,” attach the details on a separate sheet, identifying the pertinent subcontractors, material supplier, and equipment lessors contributing to a “yes” answer.

The General Contractor certifies that its answer to each of the questions in this Part and the information in any such attached sheets is true and correct. The General Contractor further certifies that in the event that an identity-of-interest comes into existence after the date of this certification with any of the aforementioned parties or any other parties becoming involved with the subject development, that the Lender will be notified immediately of the relationship.

The General Contractor also acknowledges that if one subcontractor, material supplier, or equipment lessor, is awarded more than 50% of the construction contract or if 75% of the construction contract is awarded to three or fewer subcontractors, material suppliers, or equipment lessors, that prior approval from the Lender must be received and special cost certification procedures may be required. The General Contractor further acknowledges that either of the aforementioned conditions may eliminate builder’s profit and builder’s overhead as a certifiable cost to be paid from mortgage proceeds.

1. **Equal Employment Opportunity** (Excerpt from 41 CFR § 60-1.4(b))
2. The General Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the General Contractor agrees as follows:

* 1. The General Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
	2. The General Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
	3. The General [Contractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=11ed7b108f4f698848db076411872c73&term_occur=25&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) will not discharge or in any other manner discriminate against any [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=18&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=17&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) for employment because such [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=19&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=18&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) has inquired about, discussed, or disclosed the [compensation](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9e151c776428125f672d5a88186d9d6c&term_occur=5&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of the [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=20&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=19&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or another [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=21&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicant](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=20&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4). This provision shall not apply to instances in which an [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=22&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) who has access to the [compensation information](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=032c994483f5d63a2bfcb34d7038870c&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of other [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=24&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=21&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) as a part of such [employee](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=23&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4)'s [essential job functions](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=e5c9c9cc685d320604ebfce6cc586427&term_occur=2&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) discloses the [compensation](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=9e151c776428125f672d5a88186d9d6c&term_occur=6&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) of such other [employees](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=0f7d242f378d28d188cc19f2db0b1d04&term_occur=25&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) or [applicants](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=1341967f12aae2ba4918fc144e8e337a&term_occur=22&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4) to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=11ed7b108f4f698848db076411872c73&term_occur=26&term_src=Title:41:Subtitle:B:Chapter:60:Part:60-1:Subpart:A:60-1.4)'s legal duty to furnish information.
	4. The General Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the General Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	5. The General Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
	6. The General Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
	7. In the event of the General Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
	8. The General Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The General Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a General Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the General Contractor may request the United States to enter into such litigation to protect the interests of the United States.
1. The General Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the General Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in, work on or under the contract.
2. The General Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
3. The General Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the General Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the General Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such General Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Further guidance regarding the applicability and implementation of the requirements of this Part may be found in HUD Regulations 24 CFR§§200.410, 200.415, 200.420 and 200.425.
4. **Other Business Concerns**

The General Contractor certifies that it:

[ ]  Does NOT participate as a Principal in any other businesses.

[ ]  DOES participate as a Principal in the businesses listed on Attachment 4.

1. **Signatures**

The General Contractor has read and agrees to comply with the provisions of the above certifications for the purpose of obtaining mortgage loan insurance under the National Housing Act.

General Contractor hereby certifies that the statements and representations contained in this instrument and all supporting documentation thereto are true, accurate, and complete and that each signatory has read and understands the terms of this agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the loan, and may be relied upon by HUD as a true statement of the facts contained therein.

The individual signing below on behalf of the General Contractor certifies that he/she is an authorized representative of the General Contractor and has sufficient knowledge to make these certifications on behalf of the General Contractor.

Executed this <<enter date>> day of <<enter month>>, <<enter year>>.

|  |  |
| --- | --- |
|  | **General Contractor Name**: <<enter contractor's name here>> |
| By: |  |
|  | Signature |
|  | <<enter name and title of authorized representative here>> |
|  | (Printed Name & Title) |

Attachments:

[ ]  Attachment 1 Organizational Chart in compliance with Housing Notice 16-15 (required)

[ ]  Attachment 2 to Consolidated Certifications: Other Parties (required)

[ ]  Attachment 3 to Consolidated Certifications – General Contractor: Schedule of Previous Participation in HUD Insured & Other Government Agency Projects/Facilities (as applicable)

[ ]  Attachment 4 to Consolidated Certifications – General Contractor:Listing of Other Business Concerns (as applicable)

**Attachment 1: Organizational Chart in compliance with Housing Notice 16-15 (required)**

**Organization Chart to** <<name of project here>> **Consolidated Certifications:**

**Attachment 2 to** <<name of project here>> **Consolidated Certifications:**

**Other Parties**

|  |  |
| --- | --- |
| **Appraisal Firm/Appraiser:** if applicable | <<name of appraisal firm and appraiser here {or} N/A if not applicable>> |
| **Market Study Firm:** if applicable | <<name of market study firm here {or} N/A if not applicable>> |
| **Environmental Firm:** if applicable | <<name of environmental firm here {or} N/A if not applicable>> |
| **PCNA Firm: if applicable** | <<name of PCNA firm here {or} N/A if not applicable>> |
| **A&E Review Firm:** if applicable | <<name of A&E review firm here {or} N/A if not applicable>> |
| **Cost Review Firm: if applicable** | <<name of cost review firm here {or} N/A if not applicable>> |
| **Design Architect**: if applicable | <<name of design architect here {or} N/A if not applicable>>  |
| **Supervisory Architect:** if applicable | <<name of supervisory architect here {or} N/A if not applicable>> |
| **Seller:** if applicable | <<name of seller here {or} N/A if not applicable>> |
| **AR Lender:** if applicable | <<name of AR Lender here {or} N/A if not applicable>> |
| **Secondary Financing Lender:** if applicable | <<name of Secondary Financing Lender here {or} N/A if not applicable>> |

**Attachment 3 to Consolidated Certifications – General Contractor:**

**Schedule of Previous Participation in HUD Insured & Other Government Agency Projects/Facilities**

|  |  |  |
| --- | --- | --- |
| **Project/Facility** (name, location) | **Roles in Project/Facility** | **Loan Status**  |
| **Name of Facility**City, State | Role in Project/Facility (describe):     Dates Participated in Project/Facility      to      Healthcare FacilityYES [ ]  NO[ ]  | [ ]  HUD FHA Number: [ ]  Gov’t Agency Financing other than HUD (indicate):      Loan Status during participation: [ ] Current[ ] Default Assignment[ ] Foreclosed |
| **Name of Facility**City, State | Role in Project/Facility (describe):     Dates Participated in Project/Facility      to      Healthcare FacilityYES [ ]  NO[ ]  | [ ]  HUD FHA Number: [ ]  Gov’t Agency Financing other than HUD (indicate):      Loan Status during participation: [ ] Current[ ] Default Assignment[ ] Foreclosed |
| **Name of Facility**City, State | Role in Project/Facility (describe):     Dates Participated in Project/Facility      to      Healthcare FacilityYES [ ]  NO[ ]  | [ ]  HUD FHA Number: [ ]  Gov’t Agency Financing other than HUD (indicate):      Loan Status during participation: [ ] Current[ ] Default Assignment[ ] Foreclosed |
| **Name of Facility**City, State | Role in Project/Facility  (describe):     Dates Participated in Project/Facility      to      Healthcare FacilityYES [ ]  NO[ ]  | [ ]  HUD FHA Number: [ ]  Gov’t Agency Financing other than HUD (indicate):      Loan Status during participation: [ ] Current[ ] Default Assignment[ ] Foreclosed |
| Reportable participation is as follows: (1) a general partner or managing member, regardless of interest; (2) a limited partner or member of an LLC with 25% or more interest; (3) a stockholder with 10% or more interest in a corporation; and/or (3) corporate officers, regardless of interest<<add instructions here, if applicable>> |

**[ ]** Additional pages attached**.**

**Attachment 4 to Consolidated Certifications – General Contractor:**

**Listing of Other Business Concerns (Owned, Operated or Managed)**

*(Note: Projects/facilities listed on Attachment 3 are not required to be listed again on Attachment 4)*

|  |  |  |
| --- | --- | --- |
| **Entity** (name & address) | **Participation** | **Other Information**(Attach a detailed explanation on a separate sheet for any box not checked) |
| **Name of Business Entity** | Role:      % ownership (if applicable)[ ] Real Estate[ ] Non-Real EstateHealthcare FacilityYES [ ]  NO[ ]  | [ ]  No Pending bankruptcy claims[ ]  No Pending judgments[ ]  No Pending legal actions or suits[ ]  No Open professional liability insurance claims[ ]  No Open State findings[ ]  Additional explanation sheet attached. |
| **Name of Business Entity** | Role:      % ownership (if applicable)[ ] Real Estate[ ] Non-Real EstateHealthcare FacilityYES [ ]  NO[ ]  | [ ]  No Pending bankruptcy claims[ ]  No Pending judgments[ ]  No Pending legal actions or suits[ ]  No Open professional liability insurance claims[ ]  No Open State findings[ ]  Additional explanation sheet attached. |
| **Name of Business Entity** | Role:      % ownership (if applicable)[ ] Real Estate[ ] Non-Real EstateHealthcare FacilityYES [ ]  NO[ ]  | [ ]  No Pending bankruptcy claims[ ]  No Pending judgments[ ]  No Pending legal actions or suits[ ]  No Open professional liability insurance claims[ ]  No Open State findings[ ]  Additional explanation sheet attached. |
| **Name of Business Entity** | Role:      % ownership (if applicable)[ ] Real Estate[ ] Non-Real EstateHealthcare FacilityYES [ ]  NO[ ]  | [ ]  No Pending bankruptcy claims[ ]  No Pending judgments[ ]  No Pending legal actions or suits[ ]  No Open professional liability insurance claims[ ]  No Open State findings[ ]  Additional explanation sheet attached. |
|  |

**[ ]** Additional pages attached.