

City of North Tonawanda CDBG Homeowner Repair Program

822HR-330-24

BID PACKAGE:

Property Address: 1653 Leah Dr. North Tonawanda, NY 14120

Owner: Carol Viccari

Table of Contents:

Legal Notice/ Bid Advertisement

Mandatory Pre-Bid Walk Through Information

Project Specifications Cover Letter

Project Specifications

Contractor Responsibilities

Rehabilitation Guidelines

Lead Based Paint Testing Results

Asbestos Testing Results

BD-1 Bid Summary Sheet

BD-2 Per Item Cost Breakdown

BD-3 Non- Collusive Bidding Certificate

BD-4 CDBG Conflict of Interest Disclosure

BD-5 List of Subcontractors

BD-6 Subcontractor Questionnaire

BD-7 Lead Based Paint Certification Requirements

BD-8 Federal Contract Provisions Bidder Certification Form

BD-9 Bidder Questionnaire

BD-10 Responsible Bidder Form

BD-11 MWBE Participation Form

BD-12 MWBE Utilization Plan

BD-13 Mandatory Insurance Requirements

BD-14 Section 3 Insert

- Attachment A- Section 3 Resident Certification Form
- Attachment B- Section 3 Business Certification Form
- Attachment C- Section 3 Business Utilization Report
- Attachment D- Section 3 New Hire Employment Report
- Attachment E- HUD Income Limits FY 2025

Federal Contract Provisions

Federal Labor Standards Provisions

BIDDER’S CHECKLIST

All Forms listed below must be submitted in order for the bid to be considered complete, unless they are designated as post-bid submissions.

Incomplete proposals will not be considered.

Item:	Included (Y/N/NA)
BD-1 Bid Summary Sheet- Required	
BD-2 Per Item Cost Breakdown- Required	
BD-3 Non-Collusive Bidding Certificate - Required	
BD-4 CDBG Conflict of Interest Disclosure -Required	
BD-5 List of Subcontractors(if applicable)	
BD-6- Subcontractor Questionnaire (if applicable)	
BD-7- Lead Based Paint Certification - Required	
EPA Lead Based Paint Certification- Required	
BD-8- Federal Contract Provisions Bidder Certification Form -Required	
BD-9- Bidder Questionnaire- Required	
BD-10- Responsible Bidder Form- Required	
BD-11- MWBE Participation Form (if applicable)	
BD-12- MWBE Utilization Plan (if applicable)	
BD-13- Insurance Certificates- Required	
BD-14 Attachments A- D (if applicable)	

BID ADVERTISEMENT

Sealed proposals will be received by the City of North Tonawanda Community Development Office until 10:00 AM local time on 04/30/2026 for the following project:

PROJECT ADDRESS: 1653 Leah Drive North Tonawanda, NY 14120

PROJECT DESCRIPTION: Lead based paint hazard reduction, vinyl siding installation for lead hazard control, properly install existing electrical service, replace exterior outlets and lighting fixtures, flooring repair and adjustment to new floor height, window replacement, roof venting installation and shingle repair with tear off. Alternate - vinyl siding of garage.

BID OPENING

Bid will be publicly opened and read aloud at 10 AM, local time, on 04/30/2026 at 500 Wheatfield Street North Tonawanda, NY 14120

BID SUBMITTAL & FORMS

All bids must be received no later than the submission deadline listed above. The City of North Tonawanda will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages must be delivered to and time stamped by the City of North Tonawanda Community Development Office. All bids shall be made on forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City of North Tonawanda Community Development Office.

EXAMINATION OF DOCUMENTS

Bid materials can be inspected at the following locations:
City of North Tonawanda Community Development Office
500 Wheatfield Street
North Tonawanda, NY 14120

Niagara Area Habitat for Humanity
504 66th Street
Niagara Falls, NY 14304

BID MATERIALS

Bids will be advertised electronically at:

<http://www.northtonawanda.org>

The City of North Tonawanda is not providing paper copies of the materials for this bid.

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors that obtain contract documents from a source other than the issuing locations must notify the City of North Tonawanda in order to be placed in the official plan holder's list, in order to receive addenda and other bid correspondence.

Bids received from contractors other than those on the official plan holder's list will not be accepted. To be placed on the official plan holders list please contact the City of North Tonawanda Community Development Office at 716-695-8580 or via email to LWilson@lumbercitydc.com

ADDENDA

The City will not issue Addenda, nor will the Department of Community Development issue addenda nor respond to bidder's questions two (2) days prior to the scheduled bid opening unless the stated bid date is postponed.

PRE-BID CONFERENCE & PROJECT QUESTIONS

A MANDATORY Pre-Bid Walkthrough will be held on: 04/09/2026 from 2:00pm-3:00pm at 1653 Leah Drive, North Tonawanda, NY 14120

All project questions should be addressed to Russell Pembleton, Construction Manager-716-564-7000.

BID SECURITY

No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

SPECIAL BID LANGUAGE

Comply with all federal contract provisions including but not limited to Equal Employment Opportunities, Debarment and Suspension, Anti Lobbying, Small and Minority-owned and Women-owned Businesses, Drug-Free Workplaces, Non-Discrimination, Federal Labor Standards.

Comply with all HUD Section 3 provisions. HUD Section 3 Code of Federal Regulation at 24 CFR 135 applies to construction contracts exceeding the \$200,000 threshold. All applicable regulations must be followed if bid total exceeds the threshold.

This is a HUD Section 3 project with contracting priorities for businesses that hire or are owned by low-income persons. 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 or employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities or low and very low-income persons residing in the metropolitan area in which the project is located.

BID ADVERTISEMENT NOTES

It is the policy of the City of North Tonawanda to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

Section 3 Firms are encouraged to apply.

This job does not require NYS Prevailing Wage Rates or Davis Bacon Wage Rates

Bid bonds, payment bonds and performance bonds are only applicable for projects over \$100,000.

The City of North Tonawanda reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.



**504 66th Street
NIAGARA FALLS, NEW YORK 14304
(716) 265-9010**

Owner: Carol Viccari
Address: 1653 Leah Drive,
North Tonawanda, N.Y. 14120

Dear Carol Viccari,

This letter serves as notification that a Pre-Bid Meeting has been scheduled at your home on Thursday **4/9/2026 2:00pm-3:00pm**

The purpose of this meeting will be to allow contractors bidding on the project to walk through the premises and review the project specifications with Habitat for Humanity Construction Manager, Russ Pembleton.

For your safekeeping, I have enclosed a copy of the final signed Specifications that will be put out to bid this week.
If you have any questions, please call me at 716-564-7000.

Sincerely,

A handwritten signature in black ink, appearing to read "Russ Pembleton", written over a horizontal line.

Russ Pembleton
Construction Manager



**504 66th Street
NIAGARA FALLS, NEW YORK 14304
(716) 265-9010**

Owner: Carol Viccari
Address: 1653 Leah Drive,
North Tonawanda, N.Y. 14120

Dear Contractor:

We are currently accepting bids on a federal rehabilitation home improvement contract for the above-mentioned property.

If you are interested in bidding on our rehabilitation contract, please contact Russ Pembleton 716-564-7000 for additional information.

The pre-bid meeting concerning this project will be at the project site on: **Thursday 4/9/2026 at 2:00pm**

Bids must be returned to City of North Tonawanda Community Development office. (500 Wheatfield Street North Tonawanda, NY 14120) **by Thursday 4/30/2026 10:00am**

If you have any questions, please call me at 716-564-7000.

Sincerely,

A handwritten signature in black ink, appearing to read "Russ Pembleton".

Russ Pembleton
Construction Manager



**504 66th STREET
NIAGARA FALLS, NEW YORK 14304
(716) 265-9010**

**BID SPECIFICATIONS
FOR
CORRECTIONS OF LEAD BASED PAINT HAZARDS, MINIMUM HOUSING
CODE VIOLATIONS, AND IMPROVEMENTS TO PROPERTY LOCATED AT:**

**1653 Leah Drive
North Tonawanda NY 14120**

OWNER: Carol Viccari

PROPERTY DESCRIPTION: 1-Story Sided [Single Family, Owner Occupied]
DATE OUT TO BID: **THURSDAY 4/2/2026**

Attached herein are the specifications dated: **March 10, 2026** for the corrections of Lead Based Paint Hazards as per the Department of Housing and Urban Development [HUD] 24 CFR part 35. The proposed property improvements, and corrections of Minimum Housing Code Violations as listed by The City of Niagara Falls, New York.

Contractor or Subcontractor performing the "*lead hazard control*" portion of these specifications shall be EPA certified to conduct lead hazard control activities and comply with all clearance and disposal requirements.

The PRE-BID MEETING has been scheduled at the project site on the following date and time: Thursday 4/9/2026 at 2:00pm

SEALED BIDS MUST BE RECEIVED AT THE City of North Tonawanda Community Development office. (500 Wheatfield Street North Tonawanda, NY 14120) **by Thursday 4/30/2026 10:00am.**

**BIDSWILL BE OPENED ON:
Thursday 4/30/2026 10:00am**

Failure to attend meeting will result in automatic disqualification

SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y.14120

Date: March 10, 2026

By: Habitat for Humanity

SUMMARY

		<u>PAGE NO.</u>
ITEM #1	LEAD HAZARD CONTROL	2-3
ITEM #2	ELECTRICAL	4
ITEM #3	INTERIOR REPAIR	5
ITEM #4	EXTERIOR REPAIR	6
ALTERNATE	SIDING GARAGE	7

ATTACHMENTS

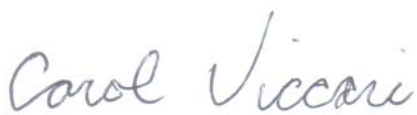
- | | |
|---|------------|
| - Contractors Responsibilities & Specification Guidelines | Pages I-VI |
| - Lead Risk Assessment Condition Report | Pages 1-2 |
| - PLM bulk Asbestos Report Cover Page | Pages 1 |

Note: Complete Risk Assessment Report and Asbestos Survey available upon request

NOTICE

In the event the Contracted General Contractor or any Sub-Contractors intends to substitute any specified manufacture product in the following specifications outlined as **or Habitat for Humanity Approved Equal** the contractor or sub-contractor shall first submit proposed product substitution information including Manufacture, Model Number and any other documentation requested by Rehabilitation Specialist for review and agency approval prior to installation. A Change Order will then be prepared to outline any approved acceptable alternate product.

SIGNATURE



SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y. 14120

Date: March 10, 2026

By: Habitat for Humanity

ITEM #1 LEAD BASED PAINT HAZARD CONTROL WORK

Combination Lead Hazard Risk Assessment, and Paint Testing Report dated, **November 12, 2025** was performed at the above referenced property by **AMD Environmental**, 72 E Niagara St. Suite 100 Tonawanda New York. The following Specifications require Repair, Removal, Replacement, and/or paint film stabilization of painted components identified as containing Lead Based Paint.

In addition to the specified Lead Hazard Control portions of specifications the Contractor shall review the above referenced combination Paint Testing/ Risk Assessment Report, and all remaining specifications to isolate work that may disturb painted surfaces identified containing Lead Based Paint.

It shall be the Contractors responsibility to follow the appropriate procedures required to properly address any work that may create hazards during the completion of the following rehabilitation specifications. All hazard control activities for the above referenced property shall be completed as per the applicable Worksite Preparation Levels outlined in the Risk Assessment dated **November 12, 2025**. The referenced Guidelines can be found in Appendix 3 of the Interim Controls Master Specifications.

All interior hazard control activities for the above referenced property shall be completed in one period of eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.

Remove and properly dispose all loose material containing lead-Based paint prior to installation of new materials. All job related materials containing lead-based paint must be kept in a secure area until properly disposed of.

Summary of Lead Hazard Control Work

- Stabilization Paint Film
- Solid Vinyl Siding
- Cleaning Clearance Procedures

NOTICE

Clearance Requirements

-The Final project clearance testing shall be coordinated by the general contractor and payment will be provided by **habitat for humanity**. Should clearance not be achieved for reasons deemed by the program as failed due to contractors contracted responsibility and no unforeseen conditions exist, the contractor will be responsible to re-clean failed areas until such time as clearance is achieved. Contractor will also be responsible for additional cost incurred for all retesting needed to achieve lead clearance.

SIGNATURE

Carol A Viccari

SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y. 14120

Date: March 10, 2026

By: Habitat for Humanity

ITEM #1 LEAD HAZARD CONTROL WORK Continued

Paint Film Stabilization

Locations: Front Door Casing

Complete set up and disposal as per worksite preparation level Table 8.2

Paint the Above listed components as per attached H4H interior painting guidelines

Solid Vinyl Siding

Location: All sidewalls of House

Note: Lead Safe work practices required

Remove existing sidewall material. Properly dispose of all debris. Carefully remove, light fixtures, and downspouts. Save for reinstallation.

Install new vinyl siding and accessories. New siding and accessories shall be securely fastened using proper sized fasteners and shall be nailed a maximum of 16" o.c. The siding and accessories shall be of an approved type as manufactured by CertainTeed® model Mainstreet® or CD approved equal with a lifetime limited warranty. Siding thickness shall be minimum .040. Provide owner with stock color and design samples for selection. All materials will be installed as per manufacturer's recommendations. All work shall be performed to the highest accepted trade standards.

Note: Siding blocks are required for ALL light fixtures, hose bibs, receptacles, vent louvers, or any other exterior mounted fixtures.

Specialized Cleaning and Clearance Requirements

-The contractor shall assure safe work practices are followed and all work areas are thoroughly cleaned and prepared for required clearance testing.

Specialized cleaning of all window and floor surface is required to eliminate Dust Hazards prior to and upon completion of specified work. In conjunction with all specified work that may disturb painted surfaces the contractor shall assure safe work practices are followed and all work areas are thoroughly cleaned daily and prepared for required clearance testing.

End Item #1

Page 3 of 7

SIGNATURE

Carol N. Viccari

SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y.14120

Date: March 10, 2026

By: Habitat for Humanity

**ITEM #2
ELECTRICAL**

All electrical work shall conform to the standards of the New York State Property Maintenance Code and be approved by the City of Niagara Falls Electrical Inspector.

Exterior electrical wiring is unsupported 605.1

- Properly support incoming electrical service
- Replace exterior electrical outlets and fixtures throughout the exterior.

All electrical work shall conform to the standards of the New York State Property Maintenance Code

End Item #2

SIGNATURE

Carol N. Viccari

SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y.14120

Date: March 10, 2026

By: Habitat for Humanity

**ITEM #3
INTERIOR REPAIRS**

Vinyl Plank Floor Tile –

Location: **Kitchen, Living room, Hallway.**

In the above locations repair and level all floor surfaces as required to install vinyl composition tile as manufactured by **Lifeproof** or CD approved equal.

Cut doors as required to clear new floor height. Pattern as selected by owner.

Note: Contractor required to move all large furniture.

Window Replacement –Preparation Level: Table 8.3 Window Treatment

Location: B Wall -One [1] Octagon Window (Kitchen)

D Wall-Two [2] Sliding Vinyl Units (Bedroom)

-Furnish Similar Octagon window unit. Installation is to be done in accordance with the highest accepted trade standards and according to manufacturer's specifications.

-Furnish new solid vinyl units with built in screen as manufactured by **Mi®**, Energy efficient windows or CD approved equal Windows shall set in caulk at blind stop. Caulk all replacement window units on inner and outer seams prior to trim coverage. Installation is to be done in accordance with the highest accepted trade standards and according to manufacturer's specifications.

Upon completion the contractor shall submit completed warrantee registration application.

End Item #3

SIGNATURE

Carol M. Viccari

SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y.14120

Date: March 10, 2026

By: Habitat for Humanity

ITEM #4 EXTERIOR REPAIRS

New Architectural Shingles - With Tear off

Location: North side of Main roof

- In the above locations the contractor shall tear off all roofing materials to sheathing and re-nail sheathing to rafters. Replace up to 64-sf of sheathing and 20-lf of 1"x6" pine lumber as required to eliminate deteriorated portions of sheathing or fascia. In the event additional deterioration of fascia, sheathing, or rafters are found in need of replacement prior to installing new roof the contractor shall first contact the rehabilitation specialist or CD office to prepare change order outlining additional work and cost prior to installation of additional lumber. Install Ice and Water Shield in areas outlined below and 15lb felt paper on remaining roof surfaces prior to new roofing installations.

NOTE: Ice/water shield shall be brand required by approved shingle manufactures recommendations.

Install new 3"x3" .019 aluminum Drip edge, Side edging, and any other required flashing where necessary to insure a watertight roofing system. Properly dispose of debris.

Apply Architectural square butt shingles as manufactured by Certain Teed or CD approved equal.

The shingle installation shall conform to manufacturer's specifications. The contractor shall provide sample colors of roofing for selection to match existing roof.

New installation shall include ridge venting - Main Roof

Cut Main Roof ridgeline sheathing to expose attic free space. Install continuous ridge venting Model Cobra™ or CD approved equal as required to properly ventilate roofing.

Required and installed as per manufactures instructions in the following locations:

- At main house roof eaves [**72 inches**] **Behind Gutters continuous onto roof sheathing**

Warranty

Roofing materials shall be warranted under the manufacturer warranty. Roofing workmanship shall be warranted with the same limitations (except limitations based on installation) as the manufacturer's warranty for the roofing materials, but for a maximum period of five years. Contractor shall provide completed warrantee registration to **Habitat for Humanity**.

End Item #4

Page 6 of 7

SIGNATURE

Carol M. Viccari

SPECIFICATIONS

Owner: Carol Viccari
1653 Leah Drive
North Tonawanda, N.Y.14120

Date: March 10, 2026

By: Habitat for Humanity

ALTERNATE

Solid Vinyl Siding

Location: All sidewalls of Garage

Remove existing sidewall material. Properly dispose of all debris. Carefully remove, light fixtures, and downspouts. Save for reinstallation.

Install new vinyl siding and accessories. New siding and accessories shall be securely fastened using proper sized fasteners and shall be nailed a maximum of 16" o.c. The siding and accessories shall be of an approved type as manufactured by CertainTeed® model Mainstreet® or CD approved equal with a lifetime limited warranty. Siding thickness shall be minimum .040. Provide owner with stock color and design samples for selection. All materials will be installed as per manufacturer's recommendations. All work shall be performed to the highest accepted trade standards.

Note: Siding blocks are required for ALL light fixtures, hose bibs, receptacles, vent louvers, or any other exterior mounted fixtures.

End Alternate

SIGNATURE

Carol M. Viccari

COMMUNITY DEVELOPMENT CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for the following:

1. Permits and applications. A copy of the building permit must be submitted to the Niagara Area Habitat for Humanity **prior** to starting work. All necessary electrical and plumbing work must be done by City licensed electricians and plumbers who must file for the electrical and plumbing permit.
2. Material and work coordination.
3. Protection of:
 - a. New work
 - b. Work area
 - c. Property from damage by: rain, flooding, snow, wind, and all construction hazards.
4. Safety on and around job site.
5. Contractor shall be responsible for all damage to property, private or public, in the performance of this contract.
6. The contractor is advised that all work completed under the contract must be performed in a workmanship like manner and meet the standards and approval of the Niagara Area Habitat for Humanity Rehabilitation Program.
7. All work, as specified, shall be satisfactorily completed within **60 days** of the Proceed Order. *All lead-based paint hazard control work shall be performed by EPA certified Renovators and Remodelers contractors with EPA Firm Status*, but does not include any time extensions that may be granted for reasons beyond the contractor's control.
8. The lowest responsible acceptable bid will be valid for a period of **45 days** after opening the bids.
9. Any and all warranties or guarantees covering material, equipment or labor furnished and installed at said property by the contractor (or his sub-contractors) **MUST BE** turned over to the Community Development Office. Community Development will then issue said documents to the homeowner upon completion of contract.
10. Upon completion of the job, all excess material and debris shall be hauled away and properly disposed of. The work site shall be left as close to the same condition as when the job had begun.

INTERIOR

PAINTING AND GUIDELINES FOR REHABILITATION PROGRAM

NOTE TO PROPERTY OWNER:

The following painting guidelines only pertain to those items listed in the Specifications.

1. Surface to be Coated:
 - a. Walls
 - b. Ceilings
 - c. Trim (wall and window trim, door jambs, etc)
 - d. Floors (stairs, steps, etc.)

2. Previously Painted Surfaces:
 - a. Walls (kitchen, bath, including ceilings) -
Two coats interior semi-gloss enamel latex base, Glidden 3700 line, Pittsburgh 88-6 line or equal
 - b. Walls (other than kitchen and bath) -
Two coats or as required, flat latex paint, Glidden 3400 line, PPG 80 line or equal.
 - c. Trim (all rooms) -
Two coats latex semi-gloss enamel, Glidden 3700 line, PPG 88 line or equal.
 - d. Floors -
Painted - two coats floor enamel, Glidden 800 line or equal. Varnished - two coats H.D. Varnish such as PPG Spar 77-10.

3. Unpainted Surfaces:
 - a. Walls (kitchen, bath, including ceilings) -
One coat latex primer, PPG 6-755 or equal, two finish coats latex base semi-gloss enamel, Glidden 3700 line, PPG 88 or equal.
 - b. Walls and Ceilings (other than kitchen, bath) -
One coats latex primer or as required, PPG 6-2, two finish coats PPG 80 line, Glidden 3400 line or equal.
 - c. Trim (all rooms)
One coat PPG 6-755 or equal, two finish coats Glidden 3700 line, PPG 88 line or equal.
 - d. Floors:
Painted - two coats Glidden floor enamel, Glidden 800 line or equal.
Varnished - stain to desired color followed by two coats H.D. Varnish PPG 77-10 spar.

EXTERIOR PAINTING GUIDELINES

NOTE TO PROPERTY OWNER:

The following Exterior Painting Guidelines only pertain to those items listed in the Specifications:

Surfaces Not Previously Painted require prime coat

House Body:

1. Wood - one coat latex wood primer tinted to finish color
Glidden 1050 line or PPG Seal Grip 17-922,
- 2.
3. Finish coat latex house paint, Glidden 2400 line, PPG 70 line
or equal.
2. Masonry - two coats latex house paint, Glidden 3600 line, PPG 70 line or
equal.
3. Aluminum - Zinc chromate primer one coat PPG 1 line, Glidden 1900 line
or equal, one coat oil base house paint.

Trim:

1. Wood - one coat oil base primer PPG 1-70, Glidden 3651 primer coat or
equal. One finish coat latex house paint, Glidden 3600 line, PPG 70 line
or equal.

Porch:

1. Wood - two coats oil base floor enamel, Glidden 800 line or equal.
Steps and entryway shall required silicon additive to resist slipping
2. Masonry - two coats oil base floor enamel, Glidden 800 line or equal.

Hand Rails, Ornamental Moldings:

1. Wrought Iron - one coat rust inhibitive red oxide type primer.
Glidden 5209, PPG 6-208 or equal. One coat oil base trim enamel.

Gutters:

1. Galvanized Steel - one coat galvanized steel primer, one coat oil base trim
enamel. Glidden 1900 line, PPG 1 line or equal.

GUIDELINES FOR REHABILITATION PROGRAM

DRYWALL

SPECIAL NOTE: Drywall work specified to remedy lead-based paint hazards shall adhere to the applicable Community Development Lead-Based Paint Master Specifications accordingly, and Dept. of H.U.D. regulations 24CFR Part 35.

Sheetrock - Drywall:

All wallboard for the outlined work shall be Perf-o-tape joint gypsum board, carefully fitted and sized prior to nailing. Use 1 1/4" ring drive nails when applying directly to joints. Perf-o-tape mix shall comply with the recommendation of the manufacturer. A minimum temperature of 55 degrees F. shall be maintained in the room where the work is done until the cement is dry. Perf-o-tape application: apply in accordance with manufacturer's directions.

NOTE: The contractor shall use MR material in the bathtub area.

1. Over joints - The tape shall be embedded in cement and covered with a thin layer of cement. A second coat shall be feathered edged and extended beyond the previous coat approximately 2". Each coat shall be dry before applying the next coat. The finish coat shall be sanded lightly and imperfections filled in prior to any painting or decorating.
2. Over Nails - Check to see that all nails have been driven so that their heads are below the surface of the board leaving a dimple in the surface without breaking the paper. Cover nails with three applications of cement allowing time to dry between each coat. The final coat shall be sanded lightly before application of paint or other decoration.
3. Priming - Prime coat all new and revised (patched) installations.

Drywall Repairs:

The contractor shall remove all loose plaster where lathing strips are exposed. These areas are to be re-plastered with rough and finish coats. The contractor has the option to drywall areas in place of plaster. Use Perf-o-tape on all cracked or repaired areas. The contractor shall be responsible to secure all walls and ceilings. Patch all cracks, holes, voids, etc., with spackling compound, Dura Bond or equal. Sand smooth and prepare for finish coats as required to provide a uniform finish. All interior woodwork, walls and ceiling shall be painted with two coats. All paint used shall be certified to be free from lead as directed by the Department of Housing. After painting, ease all sashes and doors to assure proper operation at completion. Use drop cloths to protect all surfaces not intended for paint. Clean paint from the hardware and other surfaces not intended for paint. Color shade to be selected by the owner.

ENERGY SAVING GUIDELINES

NOTE: The guidelines listed below only pertain to those items in attached Specifications.

- A. Areas to Caulk - Exterior, Interior (to apply to exterior siding and painting):
1. Between window drip caps (top of windows) and siding, brick, etc.
 2. Between door drip caps and siding, brick, etc.
 3. At joints between door casing, and siding, brick, etc.
 4. At joints between window casing and siding, brick, etc.
 5. Between windowsills and siding, etc.
 6. Outside water faucets, drier vents, electrical outlets or other breaks on outside house surface.
 7. Where chimney or masonry meet siding, etc.
 8. Where storm windows meet the window frame except for drain holes at windowsill.

NOTE: Before applying caulking compound, clean area of paint build-up, dirt and deteriorated caulking. Fill extra wide gaps with oakum, glass fiber insulation, etc. The contractor shall use a latex, butyl, polyvinyl base or silicone caulk. All caulking should be forced into gaps and adhere to both sides and fill the crack completely. All caulking should be done in a neat and workmanship like manner. Clean excess caulking from brick, wood, etc.

- B. Weather Stripping - Interior Exterior (only where specified): Doors, windows - remove any deteriorated or weak weather stripping around all windows, exterior doors, etc. The contractor shall install a durable vinyl or metal seal type product.
- C. Water Flow Restrictors - Interior (new installation only): The contractor shall install water flow restrictors on all showers and faucets that are adaptable for this product.
- D. Draft Plates - Interior (new installation only): The contractor shall install draft plates behind all electrical switches and receptacle plates that are against exterior walls.



Summary of Positive Lead Components

Risk assessment hazard investigation is based on visual assessment of paint conditions as well as sampling of deteriorated paint, dust and soil. This includes lead-based painted components (LBP) showing any deterioration that are considered a hazard. Analysis of paint, wipe and soil samples showing concentrations greater than the current regulatory threshold are also considered lead hazards.

Our visual assessment, along with our lead-based paint testing indicated that the following components met the aforementioned criteria and was present at the following location(s):

- **Living room door casing was found to be covered with lead-based paint at the time of inspection. And is in an intact condition and should not be considered a lead hazard at this time. Components should be continually monitored for any damage and be repaired promptly.**
- **A-side exterior door components were found to be covered with lead-based paint at the time of inspection. And is in an intact condition and should not be considered a lead hazard at this time. Components should be continually monitored for any damage and be repaired promptly.**
- **Exterior siding was found to be covered with lead-based paint at the time of inspection. And is in poor condition and should be considered a lead hazard at this time. Damaged components should be subject to interim controls at a minimum.**
- **No lead dust hazards were found on the date of inspection**
- **No bare soil present along the dripline of the house on the date of inspection.**

The aforementioned components should be treated using hazard control practices.



Summary of LBP Testing Activities



Summary of Lead-Based Paint Testing

Per USHUD 1012 requirements for Subpart J (Rehabilitation), paint testing was conducted at locations that may be affected by renovation

Reading #	Side	Room	Component	Substrate	XRF Reading	Condition	Result
1			Calibration		1.2		
2			Calibration		1.1		
3			Calibration		1.1		
4	A	Living Room	Wall	Drywall	0	Intact	Negative
5	A	Living Room	Door	Wood	-0.1	Intact	Negative
6	A	Living Room	Door Casing	Wood	1.1	Intact	Positive
7	A	Living Room	Door Jamb	Wood	0.7	Intact	Negative
8	A	Living Room	Window Casing	Wood	-0.3	Intact	Negative
9	B	Living Room	Wall	Drywall	-0.1	Intact	Negative
10	C	Living Room	Wall	Drywall	0	Intact	Negative
11	C	Living Room	Baseboard	Wood	0	Intact	Negative
12	C	Living Room	Door Casing	Wood	0	Intact	Negative
13	D	Living Room	Wall	Drywall	0	Intact	Negative
14	D	Living Room	Door Casing	Wood	0.1	Intact	Negative
15	A	Kitchen	Wall	Drywall	0.2	Intact	Negative
16	B	Kitchen	Wall	Drywall	0.1	Intact	Negative
17	B	Kitchen	Window Casing	Wood	0	Poor	Negative
18	B	Kitchen	Window Sill	Wood	0	Poor	Negative
19	B	Kitchen	Cabinets	Wood	0.1	Intact	Negative
20	C	Kitchen	Cabinet Door	Wood	0.1	Intact	Negative
21	C	Kitchen	Door Casing	Wood	0.5	Intact	Negative
22	C	Kitchen	Door Jamb	Wood	0	Intact	Negative
23	C	Kitchen	Wall	Drywall	0.3	Intact	Negative
24	D	Kitchen	Wall	Drywall	-0.1	Intact	Negative
25	C	Kitchen	Window Casing	Wood	0.1	Intact	Negative
26	C	Kitchen	Window Sill	Wood	0	Intact	Negative
27	D	Kitchen	Crown Molding	Wood	0	Intact	Negative
28		Kitchen	Ceiling	Drywall	-0.1	Intact	Negative
29		Living Room	Ceiling	Drywall	0	Intact	Negative
30	C	Utility Room	Door Casing	Wood	0.1	Intact	Negative



XRF Table (continued)

Reading #	Side	Room	Component	Substrate	XRF Reading	Condition	Result
31	C	Utility Room	Door	Wood	-0.1	Intact	Negative
32	C	Utility Room	Door Jamb	Wood	0.1	Intact	Negative
33	A	Utility Room	Wall	Wood	0.1	Intact	Negative
34	C	Utility Room	Wall	Drywall	0	Poor	Negative
35	D	Utility Room	Wall	Drywall	0.1	Poor	Negative
36	A	Hallway	Wall	Drywall	-0.1	Intact	Negative
37	C	Hallway	Wall	Drywall	0	Intact	Negative
38	D	Hallway	Wall	Drywall	0	Intact	Negative
39	A	Hallway	Closet Casing	Drywall	0.1	Intact	Negative
40	A	Hallway	Closet Shelf Support	Wood	-0.1	Intact	Negative
41	A	Hallway	Closet Shelf	Wood	0	Intact	Negative
42	A	Hallway	Closet Jamb	Wood	0	Intact	Negative
43	A	Bathroom	Door Casing	Wood	-0.1	Intact	Negative
44	A	Bathroom	Window Casing	Wood	0.1	Intact	Negative
45		Bathroom	Floor	Wood	0.1	Intact	Negative
46	A	Bathroom	Wall	Drywall	0.1	Intact	Negative
47	B	Bathroom	Wall	Drywall	0.2	Poor	Negative
48	C	Bathroom	Wall	Drywall	0.1	Intact	Negative
49	D	Bathroom	Wall	Drywall	-0.1	Intact	Negative
50	D	Bathroom	Cabinets	Drywall	0.1	Intact	Negative
51		Bathroom	Ceiling	Drywall	0	Intact	Negative
52	A	Bedroom 1	Wall	Drywall	0.1	Intact	Negative
53	B	Bedroom 1	Wall	Drywall	0	Intact	Negative
54	C	Bedroom 1	Wall	Drywall	0.1	Intact	Negative
55	D	Bedroom 1	Wall	Drywall	0.2	Intact	Negative
56	C	Bedroom 1	Baseboard	Wood	0.1	Intact	Negative
57	A	Bedroom 1	Window Casing	Wood	-0.2	Intact	Negative
58		Bedroom 1	Ceiling	Wood	0	Intact	Negative
59	B	Bedroom 1	Closet Casing	Wood	0.1	Intact	Negative
60	B	Bedroom 1	Closet Shelf	Wood	0	Intact	Negative



XRF Table (continued)

Reading #	Side	Room	Component	Substrate	XRF Reading	Condition	Result
61	B	Bedroom 1	Closet Shelf Support	Wood	0	Intact	Negative
62	B	Bedroom 1	Wall	Drywall	0.1	Intact	Negative
63	A	Bedroom 1	Wall	Drywall	0.1	Intact	Negative
64	C	Bedroom 1	Wall	Drywall	0	Intact	Negative
65	D	Bedroom 1	Wall	Drywall	0	Intact	Negative
66	B	Bedroom 1	Door Casing	Drywall	0	Intact	Negative
67	B	Bedroom 1	Door Jamb	Drywall	-0.1	Intact	Negative
68	A	Bedroom 2	Wall	Drywall	0	Intact	Negative
69	B	Bedroom 2	Wall	Drywall	0.2	Intact	Negative
70	C	Bedroom 2	Wall	Drywall	0	Intact	Negative
71	D	Bedroom 2	Wall	Drywall	-0.1	Intact	Negative
72	A	Bedroom 2	Door Casing	Wood	0.1	Intact	Negative
73	A	Bedroom 2	Door Jamb	Wood	0.1	Intact	Negative
74	C	Bedroom 2	Window Casing	Wood	0.2	Intact	Negative
75	C	Bedroom 2	Baseboard	Wood	0	Intact	Negative
76	C	Bedroom 2	Closet Casing	Wood	0	Intact	Negative
77	B	Bedroom 2	Closet Shelf Support	Wood	0.2	Intact	Negative
78	B	Bedroom 2	Closet Shelf	Wood	0	Intact	Negative
79	B	Bedroom 2	Closet Wall	Drywall	-0.1	Intact	Negative
80	C	Bedroom 2	Closet Wall	Drywall	0.1	Intact	Negative
81	D	Bedroom 2	Closet Wall	Drywall	0.2	Intact	Negative
82		Bedroom 2	Ceiling	Drywall	0	Intact	Negative
83		Bedroom 3	Door Casing	Wood	0	Poor	Negative
84		Bedroom 3	Door Jamb	Wood	0	Poor	Negative
85	A	Bedroom 3	Wall	Wood	0.1	Intact	Negative
86	B	Bedroom 3	Wall	Wood	0	Intact	Negative
87	C	Bedroom 3	Wall	Wood	0.1	Intact	Negative
88	D	Bedroom 3	Wall	Wood	-0.1	Intact	Negative
89	C	Bedroom 3	Window Casing	Wood	0.2	Intact	Negative
90	D	Bedroom 3	Closet Casing	Wood	0.1	Intact	Negative
91	D	Bedroom 3	Baseboard	Wood	0.1	Intact	Negative
92		Bedroom 3	Ceiling	Wood	0	Intact	Negative



XRF Table (continued)

Reading #	Side	Room	Component	Substrate	XRF Reading	Condition	Result
93		Bedroom 3	Crown Molding	Wood	0.1	Intact	Negative
94	A	Hallway	Baseboard	Wood	0	Intact	Negative
95	A	Exterior	Door Casing	Wood	2.7	Intact	Positive
96	A	Exterior	Door Jamb	Wood	1.5	Intact	Positive
97	A	Exterior	Trim	Wood	0.1	Intact	Negative
98	A	Exterior	Siding	Wood	0.1	Intact	Negative
99	B	Exterior	Siding	Wood	1.1	Poor	Positive
100	B	Exterior	Window Casing	Wood	0	Poor	Negative
101	B	Exterior	Window Sill	Wood	0.1	Poor	Negative
102	A	Exterior	Window Sill	Metal	0.1	Poor	Negative
103	A	Exterior	Window Casing	Metal	0.1	Poor	Negative
104	C	Exterior	Window Casing	Wood	0.1	Poor	Negative
105	C	Exterior	Window Sill	Wood	0	Poor	Negative
106	C	Exterior	Siding	Wood	1.5	Poor	Positive
107	C	Exterior	Fascia	Wood	0.1	Intact	Negative
108	C	Exterior	Soffit	Wood	0.1	Intact	Negative
109	D	Exterior	Siding	Wood	1.8	Poor	Positive
110	D	Exterior	Window Casing	Metal	0.8	Intact	Negative
111	D	Exterior	Window Sill	Metal	0.6	Intact	Negative
112	C	Exterior	Door Casing	Wood	0.3	Poor	Negative
113	C	Exterior	Door Jamb	Wood	0.1	Poor	Negative
114			Calibration		1.1		
115			Calibration		1.2		
116			Calibration		1		
117	A	Exterior	Siding	Brick	0.3	Intact	Negative
118			Calibration		1.1		
119			Calibration		1.1		
120			Calibration		1		



Summary of Lead Dust Wipe Results

Sample Number	Sample Location	Surface Tested	Dimensions of Sample	Total Area Sampled	Lab Result ($\mu\text{g}/\text{ft}^2$)	Standard Limit	Pass or Fail
1	Kitchen	Floor	12" x 12"	144 sq. in.	<4.0	< 5 $\mu\text{g}/\text{sf}$	Pass
2	Living Room	Floor	12" x 12"	144 sq. in.	<4.0	< 5 $\mu\text{g}/\text{sf}$	Pass
3	Bedroom 1	Floor	12" x 12"	144 sq. in.	<4.0	< 5 $\mu\text{g}/\text{sf}$	Pass
4	Bedroom 2	Floor	12" x 12"	144 sq. in.	<4.0	< 5 $\mu\text{g}/\text{sf}$	Pass
5	Kitchen	Window Sill	2" x 24"	48 sq. in.	<12.0	< 40 $\mu\text{g}/\text{sf}$	Pass
6	Bedroom 1	Window Sill	2" x 24"	48 sq. in.	29.8	< 40 $\mu\text{g}/\text{sf}$	Pass

AMD Environmental's services were performed consistent with regulatory requirements set forth by USEPA and consistent with USHUD "Guidelines for the Evaluation & Control of Lead-Based Paint Hazards in Housing" to meet objectives detailed in Subpart J (Rehabilitation) of the USHUD Section 1012 standards for hazard control in subsidized housing. A clearance examination is required at the conclusion of all paint stabilization, interim controls or abatement under USHUD provision.

All samples with a FAIL designation indicate the sample result to be higher than the USHUD standard for dust levels (by wipe sampling).

USHUD Dust Levels for Lead Risk Assessment Standard:

Floors: <5 $\mu\text{g}/\text{ft}^2$

Window Sills: <40 $\mu\text{g}/\text{ft}^2$



Summary of Lead in Soil Samples

Sample Number	Sample Location	Sample Type	Standard Limit	Lab Result (ppm)	Pass or Fail
No bare soil present along the drip line on the date of inspection.					

All samples with a FAIL designation indicate the sample result to be higher than the USHUD standard for soil levels (by soil sampling).

USHUD Soil Levels for Lead Risk Assessment Standard:

Paving or Removal Criteria: 5,000 ppm
Building Perimeter & Yard: 1,200 ppm
Play Area for Children: 400 ppm

1.3 Purpose

The purpose of the asbestos inspection was to identify and quantify the types of asbestos containing building materials (ACBM) in areas of planned renovations. Samples of the suspect materials were collected for analysis by an independent laboratory, and the condition of each material noted in relation to its potential to be disturbed. The potential for fiber release was also considered.

The report is generated for the exclusive use of City of North Tonawanda Homeowner Rehabilitation / Niagara Area Habitat for Humanity and its representatives or agents, and is not designed to serve as a specification for abatement. Before requesting bids for abatement of materials identified in this report, the owner is strongly encouraged to contract with a consultant to provide this valuable service. A specification assures that all contractors are bidding on the same methodology and following the specific requirements for the work to be performed.

The inspection was conducted by NYS DOL Certified Asbestos Inspectors Craig Libglid on November 12th, 2025 and revealed the following suspect asbestos containing building materials:

HOMOGENOUS MATERIALS & SAMPLE RESULTS

HAN	Suspect Asbestos Containing Material Description	SID (Space Identification Number)	Sample No.	ACM (Y/N)	Estimated Quantity SF*	Friability/ Condition
101A	Drywall – Note 1	Throughout	101A-1, 101A-2	Yes	Included in HAN 101B	F/I
101B	Joint Compound – Note 2	Throughout (except the utility closet)	101B-1, 101B-2	Yes	<10 SF For Penetrations	F/I
300	12"x12" Floor Tile – Swirl Pattern (Peel & Stick)	Kitchen	300-1, 300-2	No	N/A	N/A
600	Window Caulk	Exterior 1 Window Only	600-1, 600-2	No	N/A	N/A
700	Shingle	Roof – Front Portion of House	700-1, 700-2	No	N/A	N/A
700A	Vapor Barrier	Roof – Front Portion of House	700A-1, 700A-2	No	N/A	N/A

*Quantities are approximate, and are only associated with areas of planned renovation. Additional asbestos containing materials may be located outside areas of planned renovation that were not surveyed, assessed or quantified during this inspection.

Notes to Homogenous Materials & Sample Results Table:

- **Note 1:** The material (HAN101A) was sampled and found to not contain asbestos. However, since the material (HAN101A) cannot be separated from asbestos containing materials (HAN101B) without disturbing asbestos it must be managed as such.
- **Note 2:** Based on the scope of work provided, no wall removal is planned within the home. The planned activities consist solely of interior penetrations required for the installation of hard-wired smoke detectors. These penetrations will occur in areas where joint compound was identified as asbestos-containing; therefore, all disturbance should be performed by a licensed asbestos contractor. The total area of planned disturbance is estimated to be less than 10 square feet. The inspector also confirmed that joint compound was not present in the utility closet where the hot water tank is scheduled for replacement. The kitchen scope of work is limited to flooring only, with no wall removal anticipated in this area.

City of North Tonawanda CDBG Homeowner Rehabilitation Program

BID SUMMARY SHEET (BD-1)

Project #: 822HR330-24

Project Address: 1653 Leah Dr. North Tonawanda, NY 14120

Bid Opening Date: April 30, 2026

The undersigned declares having examined the drawings, specifications and other contract documents, as well as the premises and all laws, ordinances, and regulations governing the work. The undersigned proposes to provide all labor, materials, transportation, equipment and permits to perform all the work shown on or required by the drawings and/or described in the specifications and all addenda issued entitled "correction of lead based paint hazards, minimum housing code violations and/or improvements to the property located at: _____

*Time to Complete: The undersigned further agrees that if awarded the contract he/she will satisfactorily complete all work within **60 Days** after receipt of notice to start work. If written notice of the acceptance of this bid is received by the undersigned within **45 Days** after the date of opening of bids, the undersigned will execute the specified contract with the homeowner.*

TOTAL BASE BID: \$ _____

Total Base Bid in Words: _____

ALTERNATE BID: \$ _____

NOTE: Contractor Required to submit attached per item cost breakdown.

Bidder Name (Organization or Individual) _____

Contact Person & Title: _____

Contact Address: _____

Contact Phone Number & Email: _____

Signature: _____ *Date:* _____

BIDDER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the Bidder. He/she has been specifically authorized to offer this bid in full compliance with all requirements and conditions, as set forth in the bid, other than those deviations noted above. He/she has fully read and understands the bid and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in this bid is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this bid after the scheduled closing time for receipt of proposal

PER ITEM COST BREAKDOWN

Contractor Company Name:

Home Owner: **Carol Viccari**

Per Item Breakdown for Specifications dated: March 10, 2026

ITEM #1: LEAD HAZARD CONTROL: \$ _____

ITEM #2: ELECTRICAL: \$ _____

ITEM #3: INTERIOR REPAIRS: \$ _____

ITEM #4: EXTERIOR REPAIRS \$ _____

ALTERNATE SIDING GARAGE \$ _____

BASE BID TOTAL: \$ _____

**City of North Tonawanda CDBG Homeowner Rehabilitation Program
Project #: 822HR330-24**

NON-COLLUSIVE BIDDING CERTIFICATE (BD-3)

Pursuant to New York General Municipal Law 103 (d)- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (c) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Signature

Name of Bidder (Organization or Individual)

Contact Name & Title

Date



City of North Tonawanda

Department of Community Development

Community Development Block Grant (CDBG) Program

Grant ID #: 822HR330-24

CDBG Conflict of Interest Disclosure & Certification Form (BD-4)

Project Name: _____

Contractor/Company Name: _____

Primary Contact Name & Title: _____

Phone: _____ Email: _____

Part A — Conflict of Interest Disclosure

Federal regulations at 2 CFR 200.318(c)(1) and 24 CFR 570.611 require full disclosure of any actual or potential conflicts of interest for CDBG-funded procurements involving the City of North Tonawanda.

No known conflict of interest exists.

Yes, the following potential or actual conflict(s) of interest exist:

- - Elected or appointed officials of the City of North Tonawanda
- - Employees, agents, or board members of the City of North Tonawanda
- - Individuals participating in procurement, evaluation, or contract administration for the City
- - Other parties who may receive a financial benefit from this contract

Describe the relationship or potential conflict (required if any box above is checked):

Part B — Certifications

1. No employee, officer, agent, or representative of the Contractor has offered or will offer any gift, favor, service, or other thing of value for the purpose of influencing the procurement or administration of this CDBG-funded contract administered by the City of North Tonawanda.
2. The Contractor has not engaged in collusion, bid-rigging, or other misconduct prohibited under federal procurement rules.
3. All disclosed relationships are truthful and complete, and the Contractor will notify the City in writing if any new conflict—or appearance of a conflict—arises during the term of the contract.
4. The Contractor understands that violations may result in bid rejection, contract termination, or disallowed costs.

Authorized Representative

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Submit this completed form with the full bid response. Incomplete forms may result in bid disqualification.

City of North Tonawanda

Housing Repair Program – Subcontractor List (BD-5)

Program ID: 822HR330-24

Prime Contractor Information

- **Company Name:** _____
- **Contact Person:** _____
- **Phone Number:** _____
- **Email Address:** _____
- **Project Address:** _____

Subcontractor Information

Please list **all subcontractors** proposed for use on this project. Attach additional sheets if necessary.

Subcontractor Company Name	Trade	Contact Name	Phone	Email	MWBE (Y/N)	Estimated Contract Amount

Required Attachments for Sub Contractors:

- Certificate of Insurance
- M/WBE certification (if applicable)

Contractor Certification

I certify that the information provided above is true and accurate and that all subcontractors listed are properly licensed and insured to perform the proposed work under the City of North Tonawanda Housing Repair Program.

- **Authorized Signature:** _____
- **Printed Name & Title:** _____
- **Date:** _____

Subcontractor Questionnaire (BD-6)

Amount of Subcontract	Subcontractor Business Racial/ Ethnic (See Below)	Type of Business 1-9	Women Owned Business (Y or N)	Subcontractor Identification ID Number	Sec. 3 (Y or N)	Contact Person	Subcontractor Name and Address

<p>Racial / Ethnic Codes:</p> <p>1 = White American 2 = Black American 3 = Native American 4 = Hispanic American 5 = Asian / Pacific American 6 = Hasidic Jews</p>	<p>Type of Business / Trade Codes</p> <p>1 = New Construction 2 = Substantial Rehab 3 = Repair 4 = Service 5 = Project Management 6 = Professional 7 = Tenant Services 8 = Education Training 9 = Arch / Eng. Appraisal 0 = Other</p>
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Print Name: _____

Signature: _____ Date: _____

Lead-Based Paint Certification Requirement (BD-7)

CDBG-Funded Homeowner Repair Program:

This project is funded in whole or in part with Community Development Block Grant (CDBG) funds and is therefore subject to all applicable federal, state, and local lead-based paint regulations, including but not limited to:

- **24 CFR Part 35** – HUD Lead-Based Paint Poisoning Prevention Regulations
- **40 CFR Part 745** – EPA Lead Renovation, Repair and Painting (RRP) Rule

Certification Requirement:

All contractors and subcontractors performing work that disturbs painted surfaces in residential structures constructed prior to 1978 must:

1. **Be an EPA-certified Lead-Safe Renovation Firm;** and
2. **Employ properly certified renovators** in accordance with EPA RRP requirements.

Submission Requirement:

Bidders must include the following documentation with their bid submission:

- A copy of the firm's current **EPA Lead-Safe Renovation Firm Certificate;** and
- Copies of current **Lead Renovator Certification(s)** for personnel who will be assigned to this project.

Failure to provide required certifications at the time of bid submission may result in the bid being deemed non-responsive.

Ongoing Compliance:

The selected contractor shall:

- Comply with all applicable lead-safe work practice requirements;
- Ensure that all subcontractors meet the same certification standards;
- Provide proof of certification upon request at any time during the contract period; and
- Maintain all required documentation in accordance with federal recordkeeping requirements.

Contractor Certification:

The undersigned contractor hereby certifies that:

- The firm is currently certified as an EPA Lead-Safe Renovation Firm.

- All personnel performing regulated renovation activities under this contract are properly certified in accordance with federal and applicable state requirements.
- Copies of all required certifications are attached to this bid submission.
- The contractor agrees to comply with all applicable lead-based paint laws and regulations for the duration of the project.

Contractor Name (Firm): _____

Authorized Representative (Print Name): _____

Signature: _____

Title: _____

Date: _____

Federal Contract Provisions Bidder Certification Form (BD-8)

=

PROJECT:

CERTIFICATION:

I hereby certify that I have reviewed and understand the Federal Construction Contract Provisions requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010); and
3. This project is subject to all applicable laws and regulations as listed in the General Federal Provisions; and
4. If my bid is \$200,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S DBA:

BUSINESS ADDRESS:

AUTHORIZED REPRESENTATIVE: (Type Name)

SIGNATURE:

DATE: _____

Bidder Questionnaire (BD-9)

Please complete by circling or highlighting the appropriate answer and submit the following information per the United State Department of Housing and Urban Development (HUD) 2516 CDBG Contract and Subcontract Activity report.

Name of organization:

Point of contact:

Contract:

Award amount:

- 1) Based on the following Trade Codes, please confirm which best identifies your service:

1 – New Construction	6 – Professional
2 – Substantial Rehabilitation	7 – Tenant Services
3 – Repair	8 – Education/Training
4 – Service	9 – Architecture/Engineering Appraisal
5 – Project Management	0 – Other

- 2) Based on the following Racial/Ethnic Codes, please confirm which best identifies the racial/ethnic/gender character of the owners and controllers of 51% of the business. (When 51% or more is not owned and controlled by any single racial/ethnic category, please select which seems most appropriate):

1 – White Americans	4 – Hispanic Americans
2 – Black Americans	5 – Asian/Pacific Americans
3 – Native Americans	6 – Hasidic Jews

- 3) Are you a Woman-Owned business? Yes or No

- 4) What is your Contractor Identification Number? (This is your Employer IRS Number of the Prime Contractor as the unique identifier for primer recipient of HUD funds):

- 5) Are you a Section 3 business? Yes or No

Please sign and date at the bottom of this page that you authorize the use of this information:

Name

Signature

Date

**City of North Tonawanda CDBG Homeowner Rehabilitation
Program
Project #: 822HR330-24**

RESPONSIBLE BIDDER FORM (BD-10)

Each bidder will complete the following to enable the City to determine if the bidder meets the criteria of a Responsible Bidder.

A. Has your firm agreed to or been in negotiations which may lead to a merger, consolidation, or other form of reorganization Yes No

If yes, please explain:

B. Has your firm or its majority owner filed for bankruptcy? Yes No

C. Is your firm presently on a State or Federal Debarment or Ineligible Bidder's List?

Yes (please explain): _____

No

In determining the "lowest responsible bidder," in addition to price, the City of North Tonawanda shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

Signature: _____

Name of Bidder (Organization or Individual):

Contact Person & Title:

Date: _____

MINORITY BUSINESS ENTERPRISE
PARTICIPATION FORM (BD-11)

The City of North Tonawanda encourages the participation of registered Minority and Women-Owned business enterprises are encouraged for all City material, supply, professional and construction contracts and sub-contracts.

A “minority business enterprise” is defined as a business firm which is at least fifty-one percent (51%) owned, operated and controlled by minority group members. The minority members must exercise the authority to independently control the day-to-day business decisions of the firm. “Minority” means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A “women-owned business enterprise” is defined as a business firm which is at least fifty-one percent (51%) owned, operated and controlled by women. The women ownership must exercise the authority to independently control the day-to-day business decisions of the firm.

Bidders are requested to provide the following:

- a. Is your company 51% or more owned, operated and controlled by women?
 Yes No

- b. Is your company 51% or more owned, operated and controlled by minorities? Yes No

- c. If you answer YES to (b) above, please indicate the appropriate category:
 Black Hispanic Alaskan Native Asian/Pacific Islands American Indian

- d. If you have answered yes to (a) or (b) above, have you registered the business as a Minority Business Enterprise or Women Business Enterprise with Empire State Development?
 Yes No

Signature: _____

Name of Bidder: _____

Contact Name & Title: _____

Date: _____

MWBE Utilization Plan
City of North Tonawanda CDBG Homeowner
Rehabilitation Program

BD-12

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified MWBE subcontractor on this project. The payments as shown made are in compliance with contract documents for the referenced project.

Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Contractor's name and Address:	
Contractor's Federal Tax ID#	Project:	Work Location: North Tonawanda, NY

MWBE Subcontractor/Vendor	Description of Service/Product	Proposed		Actual (at final payment)		Comments
		Total Subcontractor Contract Amount	Total Subcontractor Contract Amount	Total Subcontractor Contract Amount	Total Subcontractor Contract Amount	
		MBE	WBE	MBE	WBE	
Name: FED ID#						
Name: FED ID#						
Name: FED ID#						
Total						

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form as a component to bid package:	
EMAIL ADDRESS:	Project Name/Number: 1 _____	

NYS Housing Trust Fund
38-40 State Street
Hampton Plaza, 4th Floor
Albany, NY 12207

b. AUTOMOBILE LIABILITY INSURANCE:

- i. Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit \$1,000,000

Note: See Section 2.1(b) above for additional insured requirements applicable to Automobile Liability insurance.

- ii. EXCESS LIABILITY AND/OR UMBRELLA LIABILITY applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence \$1,000,000

Aggregate \$1,000,000

Note: See above for additional insured requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

c. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Coverage required by the laws of New York State as further described below.

- i. **Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.

- ii. **Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

Either: **C-105.2**, Certificate of Workers' Compensation

Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage

OR

Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,

Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

d. **NEW YORK DISABILITY (NYDBL) :**

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD.
8

- i. Requirements. To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.
- ii. Coverage Evidence. The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

Either: CE-200, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

Or: CE-200, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

Either: DB-120.1, Certificate of Disability Benefits Insurance
Or: DB-820/829, Certificate/Cancellation of Insurance
OR
DB-155, Certificate of Disability Benefits Self-Insurance

Revised January 2025

HUD Section 3 Residents & HUD Section 3 Business Concerns

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.

I. SECTION 3 GUIDELINES AND INSTRUCTIONS

Section 3 requires that **when contracting** or **employment/training** opportunities are generated because an applicable federally funded project necessitates the awarding of contracts or the employment of additional personnel through individual hiring, the recipient must give preference to low- and very low income persons and/or businesses owned by these persons or that substantially employ these persons.

The following HUD Section 3 documents are included in this federal contract provisions insert.

- Attachment A - Section 3 Resident Certification Form
- Attachment B - Section 3 Business Certification Form
- Attachment C - Section 3 Business Utilization Report Form
- Attachment D - Section 3 Employment Report Form
- Attachment E - HUD income limits by household size (most current)

City of North Tonawanda Section 3 Policy Statement

The City of North Tonawanda supports the Department of Housing and Urban Development's (HUD's) legislative efforts to provide preference to low- and very low-income residents of the local community (regardless of race and gender), and the businesses that substantially employ these persons, for **new** employment, training, and contracting opportunities resulting from HUD funded projects. HUD's regulations on Section 3 can be found in the Code of Federal Regulations, at 24 CFR 135.

As a recipient of HUD funding, the City of North Tonawanda certifies it will comply with the requirements of Section 3. The City of North Tonawanda HUD-funded programs include the CDBG Entitlement. The requirements of Section 3 also apply to contractors or subcontractors that receive contracts in excess of \$200,000 for Section 3 eligible projects and activities.

II. SECTION 3 FAQs

How does Section 3 differ from the Minority/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

Contact HUD's Office of Small and Disadvantaged Business Utilization at (202) 708-1428 to learn more about these programs.

How can a business become certified as a Section 3 business?

Rome's Department of Community & Economic Development (CED) provides a form that a business can fill out to certify as a Section 3 business (Attachment B).

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are: contacting resident organizations, local community development and employment agencies; distributing flyers; posting signs; and placing ads in local newspapers.

Will HUD require Section 3 compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses. Contact Rome's Department of Community and Economic Development, at 315-339-7643 with Section 3 questions.

City of North Tonawanda Procedures to Help Ensure Section 3 Compliance

The work to be performed under this bid specification/contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that all **"new"** employment generated by HUD assistance or other 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. **All City of North Tonawanda projects with accepted bids that exceed \$200,000 shall be subject to hiring (if additional workforce is required to complete the job) at least one Section 3 employee/trainee for the duration of the project.**

The City of North Tonawanda anticipates the contractor to seek a qualified individual through a YouthBuild program, the Workforce Investment Board, local colleges and trade union programs or other means. **The new Section 3 hire(s) will require an aggregate of 120 hours during the project.** If using Journeyman & Apprentices, only Registered Apprentices from NYS-Certified Apprenticeship Programs will be considered.

III. Section 3 DEFINITIONS

- A. **"Section 3 - covered assistance"** means funding provided under HUD that is expended for work arising in connection with:
1. housing rehabilitation, including reduction and abatement of lead-based paint hazards, (but excluding routine maintenance, repair and replacement);
 2. housing construction; or
 3. other public construction projects (which includes other buildings or improvements, regardless of ownership).
- B. **"Employment opportunities generated by section 3 covered assistance"** means all **"new"** employment opportunities generated by the expenditure of Section 3 covered assistance.
- C. **"Section 3 Business"** means a business concern:
1. That is 51 percent or more owned by section 3 residents; or
 2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
 3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business".

- D. **"Section 3 Project"** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with HUD funding.
- E. **"Contractor"** means any entity which contracts to perform work generated by the expenditure of Section 3-covered assistance, or for work in connection with a Section 3 -covered project.
- F. **"Section 3 Contract"** means a contract or subcontract awarded by an owner, contractor or subcontractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section Contracts" do not include contracts for the purchase of supplies and materials except, however, when a contract for materials includes the installation of those materials, that contract constitutes a Section 3 Contract.
- G. **"Section 3 Resident"** means:
1. A Public Housing resident; or
 2. An individual who resides in the metropolitan area or non-metropolitan country in which the Section 3 covered assistance is expended (Buffalo-Cheektowaga, NY USA), and who is:
 3. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 4. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- H. **"New Hires"** mean full-time employees for permanent, temporary or seasonal employment.

IV. SUBRECIPIENT (City of North Tonawanda) Section 3 RESPONSIBILITIES

Subrecipients of Section 3-covered funding have a responsibility to "ensure compliance" of their contractors and subcontractors. This means that a subrecipient must:

1. Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.
2. Ensure Section 3 contracting and employment/training goals are met "to the greatest extent possible."
3. Refrain from entering into contracts with contractors that are in violation of 24 CFR Part 135.

4. Respond to complaints made to the recipient by Section 3 residents or business concerns that the subrecipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
5. Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the subrecipient's contractors and subcontractors are not in compliance with 24 CFR Part 135.

V. **CONTRACTOR Section 3 PROCEDURES & RESPONSIBILITIES**

- A. Every contractor and subcontractor must agree to be bound by the terms and intent of Section 3 and to include the following "Section 3 clause" in every contract for work in connection with this project.

“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 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 or employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located. The Recipient will further include the above language in every subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant of Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions, including sections for non – compliance will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions, however that in the event that the Recipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Recipient may request the United States to enter into such litigation to protect the interest of the United States.”

- B. Every contractor and subcontractor undertaking work in connection with a Section 3 Project agrees to direct his/her best efforts to utilize low-and very low-income area residents as employees to the greatest extent feasible. **Every contractor and subcontractor must submit appropriate paperwork to:**
1. Identify and describe the number of positions, by skill level, required to plan and implement the work to be done under this Section 3 covered project;
 2. Determine and describe how many of these positions are currently filled and which are not filled by regular, permanent employees; and
 3. Establish a target within each occupational category for the number of positions to be filled by Section 3 residents, if applicable.
- C. In order to insure that contractors and subcontractors are meeting their obligations, they will be **required to document their efforts, and maintain such records and accounts for a period of three (3) years, and permit access to books, records, and premises for purposes of investigation in connection with a grievance, or to ascertain compliance with these regulations.** 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.

Section 3 regulations are available as part of 24 CFR, which can be accessed at:
<https://www.hud.gov/Section3>

VI. Section 3 EMPLOYMENT GOALS

Thirty percent (30%) of new employment opportunities should be awarded to Section 3 residents. Progress toward Section 3 employment goals must be reported on attached forms – before final payments will be made to selected contractor.

- A. If a contractor or subcontractor will hire new employees as a result of receiving HUD assistance, these jobs must be provided, to the greatest extent feasible, to low- and very-low income persons, especially those living in the project area.
- B. All contractors will seek low- or very low-income persons residing in the metropolitan area for no less than 30% of all new hires. When a person is newly hired by the contractor for the project, the contractor must show evidence of seeking Section 3 Residents. Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3. Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs. Recipients and contractors are encouraged to have Section 3 residents make up at least 30% of their permanent, full-time staff.
- C. Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30% requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.
- D. In the event that the contractor under the performance of the contracted work does not require additional jobs and labor resulting in a Section 3 opportunity, the contractor shall submit the Attachment D ***New Hire Employment Report***, and check the corresponding space of “no new hires required to complete this project” and submit this form to the contracting office.

Attachment A

City of North Tonawanda - Section 3 Resident Certification Form

All employees working on Section 3 covered projects must be reported by the City for this project. For all employees, including a required trainee and any new hires, reported as being Section 3 residents, proper documentation of their status must be filed with the City.

Instructions to employer: Complete this form for every employee that is a Section 3 resident. Return completed and signed forms to CED.

Project Name: _____
Project Address: _____
Employee Name: _____
Employee Address: _____
Employee Telephone Number: _____

1. Is the Employee a public housing resident? Y () N () If yes, name of development

2. Is the employee a Section 3 resident because they are a low-income individual living in the Project area? (Buffalo-Cheektowaga, NY MSA) Y N
 - Annual household income from all sources for prior fiscal year: \$ _____
 - Number of people in household (including employee): _____
 - Is the household income equal or less that 80% of the median income (*see Attachment E, HUD Income Limits Chart*) Y N
3. Does the employee participate in a Youthbuild program? Y N

To be signed by the Section 3 Resident

All statements made on this form are subject to review. Review may include requests for documentation of proof i.e. W-2's, tax returns w/schedule C, 1099's, etc. My signature below certifies that all of the statements made in this application are true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Employer (please print) _____

Attachment B

City of North Tonawanda - Section 3 Business Certification Form

Certification for Business Concerns Seeking Section 3 Status

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following required documentation as evidence of status:

1. For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Completed Resident Certification Form for Owner/s

For business entity as applicable:

- Copy of Articles of Incorporation Assumed Business Name Certificate
- List of owners/stockholders and
 % ownership of each

2. For business claiming Section 3 status by subcontracting 25 % of the contract to qualified Section 3 business:

- List of subcontracted Section 3 business(s) and subcontract amount

3. For businesses claiming Section 3 status, claiming at least 30 % of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees List of employees claiming Section 3 status
- Completed and signed Resident Certifications for each employee

All statements made on this form are subject to review. Review may include requests for documentation of proof i.e. W-2's, tax returns w/schedule C, 1099's, etc. My signature below certifies that all of the statements made in this application are true and accurate to the best of my knowledge.

Signature: _____

Print Name & Title: _____ Date: _____

Attachment C

Section 3 Business Utilization Report

Section 3 Contracting Goal: **30%**

TO BE SUBMITTED BY PRIME CONTRACTOR PRIOR TO FINAL PAYMENT

Prime Contractor Firm Name: _____ Project Name: _____
Address: _____ Contact Person: _____
Telephone: _____ TOTAL Contract Amount: \$ _____

List certified Section 3 businesses from which you have purchased services and/or supplies in reference to this contract. If a business is not on record with North Tonawanda as being a certified Section 3 business, attach a signed certification form.

Company Name	Company Address	Company Phone Number	Section 3 Business?	Indicate Contracted Work Scope or Materials	Date Paid	Amount Paid

Attachment D

Section 3 New Hire Employment Report

TO BE SUBMITTED BY PRIME CONTRACTOR PRIOR TO FINAL PAYMENT

Project Name: _____
Project Address: _____
Contract Amount: _____
Contractor Name: _____
Contractor Address: _____
Contractor Phone: _____
Person Completing This Form: _____
E-mail Address: _____

If a contractor or subcontractor hires new employees as a result of receiving federal funds, 30% of these jobs should be provided, to low- and very-low income persons, especially those living in the project area. Use this form to report all new employees, including required trainee hired by the contractor and all new hires of subcontractors.

Name of New Hire	Date Hired	Check if Section 3 Resident	List Job Title and Trade	Job Category Code (see below)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Copy and attach additional pages if necessary.

Job Category Code:

Professionals (P)	Sales (S)	Labor (L)
Technicians (T)	Tradesperson (T)	Other (OTH)
Office or Clerical (OC)	Service Workers (SW)	

Check here if there were no additional hires required to complete this project: _____

This form must be signed by the Contractor and returned to CED to close out the project.

All statements made on this form are subject to review. Review may include requests for documentation of proof i.e. W-2's, tax returns w/schedule C, 1099's, etc. My signature below certifies that all of the statements made in this application are true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Title (please print) _____

Attachment E

HUD Income Limits Chart



FY 2025 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](https://www.huduser.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Buffalo-Cheektowaga, NY MSA	\$101,000	Very Low (50%) Income Limits (\$) Click for More Detail	35,350	40,400	45,450	50,500	54,550	58,600	62,650	66,700
		Extremely Low Income Limits (\$)*) Click for More Detail	21,250	24,250	27,300	32,150	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	56,600	64,650	72,750	80,800	87,300	93,750	100,200	106,700

NOTE: **Niagara County** is part of the **Buffalo-Cheektowaga, NY MSA**, so all information presented here applies to all of the Buffalo-Cheektowaga, NY MSA.

The **Buffalo-Cheektowaga, NY MSA** contains the following areas: Erie County, NY; and Niagara County, NY.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

FEDERAL CONSTRUCTION CONTRACT PROVISIONS



*These conditions are applicable to contracts funded in whole or in part by federal funds and for City of
 , New York contracts funded by the U.S. Department of Housing and
 Urban Development Community Development Block Grant (CDBG) Program.*

Last Date of Revision: March 30, 2023

Document Index

General Federal Provisions	2
Equal Employment Opportunity	2
Rights to Inventions Made Under Contract	3
Clean Air Act and Federal Water Pollution Control Act.....	3
Energy Efficiency.....	3
Debarment and Suspension.....	3
Byrd Anti-Lobbying	3
Small, Minority-owned, Women-owned Business Enterprises & Labor Surplus Area Firms.....	3
Domestic Preference for Procurements “Buy American”	4
Drug-Free Workplace Requirements	4
Access to Records & Record Retention.....	4
Bonding Requirements	4
Non-Discrimination.....	5
Lead-Based Paint	5
HUD Section 3.....	5
Build American Buy America Act	6
Federal Labor Standards Provisions	9
Davis-Bacon Act	9
Copeland “Anti-Kickback” Act.....	9
Contract Work Hours and Safety Standards Act	9

General Federal Provisions

Equal Employment Opportunity

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

Rights to Inventions Made Under Contract

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

Clean Air Act and Federal Water Pollution Control Act

(33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

Debarment and Suspension

(E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Byrd Anti-Lobbying

(31 U.S.C. 1352)— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

Small, Minority-owned, Women-owned Business Enterprises & Labor Surplus Area Firms

It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and

WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (1) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
- (2) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
- (3) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
- (5) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
- (6) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.

Domestic Preference for Procurements “Buy American”

Materials purchased under this contract, to the greatest extent possible, shall be produced in the United States of America. Materials shall include but not be limited to the following; iron, aluminum, steel, cement, glass, lumber, plastics, and other manufactured products. This language shall be consistent in all subawards under this contract.

Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

Access to Records & Record Retention

The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

Bonding Requirements

- 1) A bid guarantee from each bidder equivalent to 5% of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying

a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Performance and payment bonds must be submitted at the time of contract signing.

Non-Discrimination

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

Lead-Based Paint

The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

HUD Section 3

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). 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.

The parties to this said 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 24 CFR Part 135 regulations.

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 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 person(s) taking applications for each of the positions; and the anticipated date the work shall begin. 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.

The Contractor will certify that any vacant employment positions including training positions, that are filled (1) after the Contractor is selected but before this Contract has been 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.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the 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.

Build American Buy America Act

Build America, Buy America

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that funds may be subject to Build America, Buy America (BABA) requirements). Pursuant to the General Applicability Waiver of Build America, Buy America Provisions (BAP) as Applied to Recipients of HUD Federal Financial Assistance, funds obligated on or after November 14, 2022, for grants to non-tribal entities, and May 14, 2023, for grants to Tribes and TDHES, must comply with section 70914 of the Act, including by the incorporation of a BAP in the terms and conditions of each Federal award with an infrastructure project. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after the applicable deadline, will also require a Buy American Preference (BAP). BAP means that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. “All manufacturing processes” for construction materials includes the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. The Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Exceptions to Buy America Preference Requirements Must be Established with a Waiver

When necessary, recipients may apply for, and the Agency may grant, a waiver from the requirements listed above. The Agency will notify the recipient of information on the process for requesting a waiver from these requirements.

(a) When the Agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the BAP: (1) applying the BAP would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the BAP must be in writing. The Agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at: https://www.hud.gov/program_offices/general_counsel/BABA

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Further, the definition of “construction materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. See initial implementation guidance in the Memorandum linked here: M-22-11, page 14.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Federal Financial Assistance” pursuant to 2 CFR 200.1, means assistance that entities received or administer in the form of:

1. Grants;
2. Cooperative agreements (which does not include a cooperative research and development agreement pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a));
3. Non-cash contributions or donations of property (including donated surplus property)
4. Direct appropriations;
5. Assessed or voluntary contributions; or
6. Any other financial assistance transaction that authorizes the non-Federal entity's expenditure of Federal funds except assistance listed in 2 CFR 200.1(2).

Federal Financial Assistance does not include:

“Non Federal Entity” means a state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

“Funds to for-profit organizations” – for purposes of BABA implementation, they are not considered non-Federal entities. However, there may be independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations. See M-11-22, p. 3.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Types of Construction Projects: When determining if a particular construction project of a type not listed in the definition above constitutes “infrastructure,” agencies should consider whether the project will

serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project.

Federal Labor Standards Provisions

(Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units)

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 Federal Labor Standards Provisions as set forth on Attachment 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

Davis-Bacon Act

As amended (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

Copeland "Anti-Kickback" Act

(18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

Contract Work Hours and Safety Standards Act

(40 U.S.C. 327 through 333: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute

the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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 1(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.

(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 contractor, 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.