

DATE: February 17, 2026

TO: General Contractor

FROM: Mikel Plank, Project Manager
Muscatine Center for Social Action
312 Iowa Avenue
Muscatine, IA 52761
Phone: (563) 316-0506

Below is a bid notice for exterior rehabilitation of three (3) homes in the City of Muscatine to each be awarded separately.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received from general contracts for the rehabilitation of three (3) homes in the City of Muscatine to each be awarded separately. The scopes of work include siding, fascia/soffit, roof, and window improvements. This work is being financed through Community Development Block Grant (CDBG) funds. The homes are presumed to contain lead-based paint, and contractors bidding on the rehabilitation project for these homes must have documentation of successful completion of Lead Safe Work Practices training.

Bids are being solicited by invitation and through published public notice. Bids received from contractors barred from participation in federally assisted projects will be rejected. All bids must be prepared and submitted in accordance with the Instructions to Bidders. For bids to be considered responsive, a bid amount must be provided for each line item.

Muscatine Center for Social Action (MCSA), on behalf of the City of Muscatine, IA, will furnish to qualified bidders the necessary Instructions to Bidders, Project Specifications, and any other applicable documents, which are required in conjunction with the project specifications.

Bid Documents are available at <https://muscatineiowa.gov/bids.aspx> or upon request by contacting Mike Plank, Project Manager, at (563) 316-0506 or mplank@mcsaiowa.org. Bid Documents may also be examined and requested at the Muscatine City Hall at 215 Sycamore Street, Muscatine, IA 52761. A walkthrough of the properties will take place at 8:30am on Friday, February 20, 2026. Questions about the Scope of Work must be submitted in writing to Mike Plank Plan by 1:00 PM on Monday, March 2, 2026.

Sealed bids shall be submitted in accordance with the Instructions to Bidders and must be delivered or mailed to Muscatine City Hall, ATTN: Jodi Royal-Goodwin at 215 Sycamore Street, Muscatine, IA 52761. The bid opening will be at 11:00 AM, Wednesday, March 4, 2026 at the Muscatine City Council Chambers at 215 Sycamore Street, Muscatine, IA 52761.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents*; or

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*; or

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

GENERAL INSTRUCTIONS TO BIDDERS

1. A walkthrough of the properties will take place at 8:30 AM on Friday, February 20, 2026.
2. Any questions regarding the work to be done may be directed to Mike Plank, Project Manager, at (563) 316-0506. Questions about the scope of work should be submitted in writing to Mplank@mcsaiowa.org 1:00 PM on Monday, March 2, 2026.
3. General contractors and subcontractors must not be suspended or debarred from participation in federal contracts. The winning bidder must provide a list of subcontractors no later than the rehabilitation pre-construction meeting at which contracts are signed.
4. General contractors must obtain a Unique Entity Identifier (UEI) from SAM.gov before beginning rehabilitation work.
5. **All bids must be itemized in the space provided for each item.** All bids must be written in pen, and all line item amounts should be rounded to the nearest dollar.
6. Enclosed with this bid packet is a Section 3 Intent to Comply form, which **must** be completed and submitted with your sealed bid. The winning bidder is **not** mandated to hire Section 3 residents or subcontract with Section 3 businesses. However, if **new** employment opportunities are generated **as a direct result of the project**, the contractor should make a good-faith effort to make these opportunities available to Section 3 residents and businesses **to the greatest extent feasible**. The project team will assist with these efforts.
7. Contractors bidding on rehabilitation work on homes known or presumed to contain lead-based paint **must include documentation of successful completion of Lead Safe Work Practices training in their sealed bids.**
8. **The general contractor must provide proof of commercial liability insurance.** If awarded the bid, the general contractor must be in compliance with City requirements as outlined on the attached document
9. **All necessary permits will be secured by the contractor.** The contractor will be responsible for requesting inspections of permitted work once completed.
10. Once rehabilitation work has begun, the contract may be amended if unforeseen conditions are discovered that require a change to the scope of work. All change order requests that are determined to be reasonable by the Project Manager or City will be honored. Change orders must be written and approved before the additional work is started. All requests for additional work to be done must be submitted with cost estimates.

LINE ITEM PRICING – 714 Mulberry Avenue, Muscatine, IA 52761

(Contractor to verify quantities during walkthrough)

NOTES:

- 1) All finish work to be completed per the Bidding Instructions.
- 2) You are responsible for repairing any damage to components remaining in place (i.e. header and casings as part of window replacement).
- 3) All windows and exterior doors must follow the requirements and best practices of the attached Exterior Home Improvements Program Selection Guide.
- 4) ALTERNATES (ALT) Provide the TOTAL cost for the alternate bid items. If an alternate bid item is selected, the provided cost will replace the costs designated in the “Remove Lines.”

LINE	ITEM	PRICE (whole dollars)
1	Front Steps – Demo out old cast-in-place steps (two) form and pour new.	\$
2	Foundation Water Proofing – Dig on East side and water-proof foundation. Add a drain tile down the length of the house to keep water away from the house.	\$
3	Windows – Demo old Replace with vinyl double-hung windows ten (10) 78-inch by 28 1/2-inch windows.	\$
4	Windows – Demo old Replace with vinyl double-hung windows two (2) 70-inch by 48-inch windows.	\$
5	Windows – Demo old Replace with vinyl double-hung windows two (2) 34-inch by 28-inch windows.	\$
6	Windows – Demo old Replace with vinyl double-hung windows one (1) 24-inch by 24-inch windows.	\$
7	Windows – Demo old Replace with vinyl double-hung windows one (1) 60-inch by 28-inch windows.	\$
8	Windows – Demo old Replace with vinyl double-hung windows one (1) 39-inch by 28-inch windows.	\$
9	Windows – Demo old Replace with vinyl double-hung windows one (1) 28-inch by 26-inch windows.	\$
10	Gutters – Demo old and install new.	\$
	TOTAL	\$

LINE ITEM PRICING – 715 Mulberry Avenue, Muscatine, IA 52761

(Contractor to verify quantities during walkthrough)

NOTES:

- 1) All finish work to be completed per the Bidding Instructions.
- 2) You are responsible for repairing any damage to components remaining in place (i.e. header and casings as part of window replacement).
- 3) All windows and exterior doors must follow the requirements and best practices of the attached Exterior Home Improvements Program Selection Guide.
- 4) ALTERNATES (ALT) Provide the TOTAL cost for the alternate bid items. If an alternate bid item is selected, the provided cost will replace the costs designated in the “Remove Lines.”

LINE	ITEM	PRICE (whole dollars)
1	Facia and soffit – Replace any existing rotted material and cover with metal.	\$
2	Gutters and Down Spouts – Remove old and replace with 5-inch.	\$
3	Roof – Remove existing roof. Replace any rotted sheeting. Put new metal roof on (approximately 33-feet on all sides).	\$
4	Window (Side Dormer) – Wrap with metal.	\$
	TOTAL	\$

LINE ITEM PRICING – 716 Mulberry Avenue, Muscatine, IA 52761

(Contractor to verify quantities during walkthrough)

NOTES:

- 1) All finish work to be completed per the Bidding Instructions.
- 2) You are responsible for repairing any damage to components remaining in place (i.e. header and casings as part of window replacement).
- 3) All windows and exterior doors must follow the requirements and best practices of the attached Exterior Home Improvements Program Selection Guide.
- 4) ALTERNATES (ALT) Provide the TOTAL cost for the alternate bid items. If an alternate bid item is selected, the provided cost will replace the costs designated in the “Remove Lines.”

LINE	ITEM	PRICE (whole dollars)
1	Windows – Repair frame and glass. Replace storm window. Quantity two (2) 30-inch by 68-inch windows.	\$
2	Windows – Repair frame and glass. Replace storm window. Quantity two (2) 29-inch by 93 1/2-inch windows.	\$
3	Windows – Repair frame and glass. Replace storm window. Quantity three (3) 30-inch by 84-inch windows.	\$
4	Windows – Repair frame and glass. Replace storm window. Quantity one (1) 30-inch by 68-inch windows.	\$
5	Windows – Repair frame and glass. Replace storm window. Quantity one (1) 13-inch by 63-inch windows.	\$
6	Windows – Repair frame and glass. Replace storm window. Quantity four (4) 36-inch by 48-inch windows.	\$
7	Windows – Repair frame and glass. Replace storm window. Quantity ten (10) 29-inch by 64-inch windows.	\$
8	Windows – Repair frame and glass. Replace storm window. Quantity two (2) 23-inch by 30-inch windows.	\$
9	Facia and Soffit – Wrap all with metal.	\$
10	Chimney – Tuck point where needed.	\$
	TOTAL	\$

Contractor Information Form

(Please print clearly)

Business Name: _____

Contractor/Officer Name: _____

Owner(s) Name: _____

Contractor Address: _____

Contractor Federal or State Taxpayer ID Number: _____

Iowa Workforce Development Registration Number: _____

Unique Entity Identifier: _____

City of Muscatine

Insurance Requirements

The Vendor/Contractor shall obtain and maintain through the term of this Subcontract *and two years beyond*, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the Project, but in no event are such terms and limits to be less than those set forth below:

(1) **Commercial General Liability,**

Including coverage for premises and operations, independent contractors, products & completed operations and contractual liability and general aggregate per project endorsement; The City should be named as additional insured on a primary basis for ongoing and completed operations:

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000

(2) **Business Automobile,**

Including coverage for all owned, non-owned and hired automobiles:

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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(3) **Workers Compensation and Employers Liability,**

Including coverage for Occupational Diseases

Part 1- Workers Compensation Benefits	Statutory
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(4) **Employers Liability:**

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

Before starting work or delivering material, the Subcontractor shall furnish an insurance certificate to Jodi Royal-Goodwin, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

EXTERIOR HOME IMPROVEMENTS PROGRAM (EHI)

Window and Exterior Door Selection Guide

The following project requirements and best practices are based on information available from leading building science organizations and practitioners including Efficient Windows Collaborative, Building Science Corporation, and Department of Energy.

WINDOWS

Project Requirements – Window projects shall follow All requirements below.

- **Window Installation**
Window installation shall follow manufacturers' installation guidelines and use trained installers.
- **Window Energy Efficiency (source: [Efficient Windows Collaborative](#))**
When replacing windows, projects must install ENERGY STAR certified windows meeting or exceeding the energy efficiency levels below.

U-factor (U-value)	Solar Heat Gain Coefficient (SHGC)	Air Leakage
Windows: $U \leq 0.27$	Windows: Any	Windows: $AL \leq 0.30$
Windows: $U = 0.28$	Windows: $SHGC \geq 0.32$	
Windows: $U = 0.29$	Windows: $SHGC \geq 0.37$	
Windows: $U = 0.30$	Windows: $SHGC \geq 0.42$	

- **Window Types Allowed:**
 - **Window Rehab:**
The rehabbing of windows shall follow the specifications and best practices identified by the Window Preservation Standards Collaborative, http://windowstandards.org/?page_id=159.
 - **New Windows:**
The following window frame material types are allowed.
 - Vinyl (**For EHI Program ONLY**)
 - Composite
 - Fiberglass
 - Wood

Project Resources for Homeowners and Contractors:

- Iowa Windows Fact Sheet - https://www.efficientwindows.org/factsheets_existing/iowa.pdf
- Efficient Windows Collaborative - <https://www.efficientwindows.org/>
- Whole Building Design Guide - <https://www.wbdg.org/resources/windows-and-glazing>

DOORS

Project Requirements – Door projects shall follow All requirements below.

- **Door Installation**
Door installation shall follow manufacturers' installation guidelines and use trained installers.
- **Door Energy Efficiency**
When replacing doors, projects must install ENERGY STAR certified doors.
- **Door Safety**
Doors separating garage and home shall adhere to International Residential Code (IRC) 302.5.1.

REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to 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 nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

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

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

☐ Yes ☐ No

If yes, please estimate the number of hours to be completed on the project by all workers: _____

2. Is your business a Section 3 Business? ☐ Yes ☐ No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

☐ Yes ☐ No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

☐ Yes ☐ No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

☐ Yes ☐ No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor Address

Print Name

Title

Signature

Date