

# Appendices to CDBG-DR Multifamily Programs

## Appendix 1 – Environmental

- Statutory Checklist
- Environmental Assessment

### Statutory Checklist

Federal Laws and Authorities listed at Sec. 58.5

Project Name and Identification No. \_\_\_\_\_

Area of Statutory or Regulatory Compliance	Not Applicable to This Project	Consultation Required*	Review Required*	Permits Required*	Determination of consistency Approvals, Permits Obtained*	Conditions and/or Mitigation Actions Required	Provide compliance documentation. Additional material may be attached.
Historic Properties							
Floodplain Management							
Wetlands Protection							
Coastal Zone Management							
Water Quality - Aquifers							
Endangered Species							
Wild and Scenic Rivers							
Air Quality							
Farmlands Protection							
Manmade Hazards: Thermal/Explosive							
Noise							
Airport Clear Zones							
Toxic Sites							
Environmental Justice							

\* Attach evidence that required actions have been taken.

### Statutory Checklist

Federal Laws and Authorities listed at Sec. 58.6 and  
Permits, Licenses, Forms of Compliance Under Other Laws - Federal, State and Local

Project Name and Identification No. \_\_\_\_\_

Other Areas of Statutory and Regulatory Compliance Applicable to Project	Not Applicable to This Project	Consultation Required*	Review Required*	Permits Required*	Determination of consistency Approvals, Permits Obtained*	Conditions and/or Mitigation Actions Required	Provide compliance documentation. Additional material may be attached.
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Federal Requirements							
Flood Insurance - 58.6(a)							
Coastal Barriers - 58.6(b)							
Airport Clear Zone Notification - 58.6(c)							
Water Quality							
Solid Waste Disposal							
Fish and Wildlife							

State or Local Statutes (to be added by Responsible Entity)							

Prepared by: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Title \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

# Environmental Assessment Checklist

Project Name and Identification No.

Impact Categories	1 No Impact Anticipated	2 Potentially Beneficial	3 Potentially Adverse Requires Documentation Only	4 Potentially Adverse Requires More Study	5 Needs Mitigation	6 Requires Project Modification	7 Source or Documentation (Note date of contract or page reference) Additional material may be attached
<b>Land Development</b>							
Conformance with Comprehensive Plans and Zoning							
Compatibility and Urban Impact							
Slope							
Erosion							
Soil Suitability							
Hazards and Nuisances, including Site Safety							
Energy Consumption							
<b>Noise</b>							
Effect of Ambient Noise on Project and Contribution to Community Noise Level							
<b>Air Quality</b>							
Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels							
<b>Environmental Design and Historic Values</b>							
Visual Quality--Coherence, Diversity, Compatible Use, and Scale							
Historic, Cultural, and Archeological Resources							

# Environmental Assessment Checklist

Project Name and Identification No.

Impact Categories	1	2	3	4	5	6	7
	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (Note date of contract or page reference) Additional material may be attached
<b>Socioeconomic</b>							
Demographic/Character Changes							
Displacement							
Employment and Income Patterns							
<b>Community Facilities and Services</b>							
Educational Facilities							
Commercial Facilities							
Health Care							
Social Services							
Solid Waste							
Waste Water							
Storm Water							
Water Supply							

# Environmental Assessment Checklist

Project Name and Identification No.

## Community Facilities and Services (Continued)

Public Safety: Police								
Public Safety: Fire Protection								
Public Safety: Emergency Medical								
Open Space								
Recreation								
Cultural Facilities								
Transportation								

## Natural Features

Water Resources								
Surface Water								
Floodplains								
Wetlands								
Coastal Zone								
Unique Natural Features and Agricultural Lands								
Vegetation and Wildlife								

Project Name and Identification No.

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**Summary of Findings and Conclusions:**

**Summary of Environmental Conditions:**

**Project Modifications and Alternatives Considered:**

**Additional Studies Performed:** (Attach study or summary)

**Mitigation Measures Needed:**

Project Name and Identification No.

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**Conclusions:**

1. Is project in compliance with applicable laws and regulations?

Yes       No

2. Is an Environmental Impact Statement Required?

Yes       No

3. Can a Finding of No Significant Impact (FONSI) be made?

(Project will not significantly affect the quality of the human environment.)

Yes       No

This Environmental Assessment was prepared by:

NAME: \_\_\_\_\_

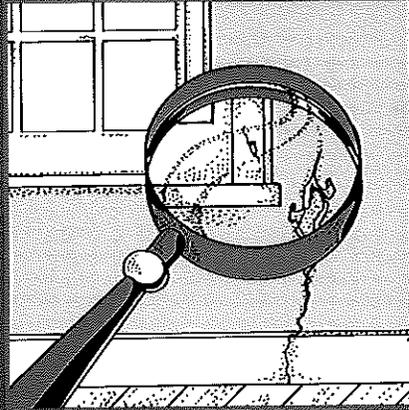
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

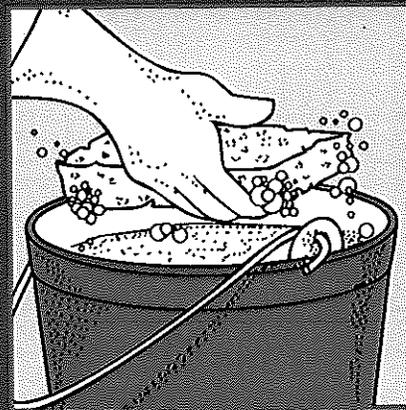
Additional Notes:

## Appendix 2 – Lead-Based Paint Disclosures

- 2-1 Lead Hazard Information Pamphlet
- 2-2 Disclosure(s)
- 2-3 Notice of Lead Hazard Evaluation or Presumption
- 2-4 Notice of Lead Hazard Reduction Activity



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

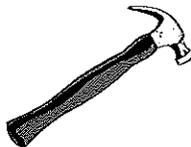
**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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### **People can get lead in their body if they:**

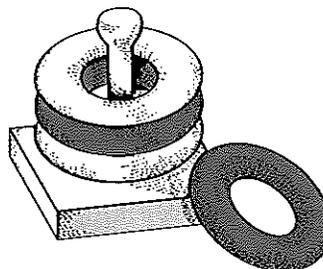
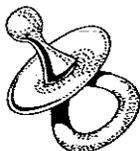
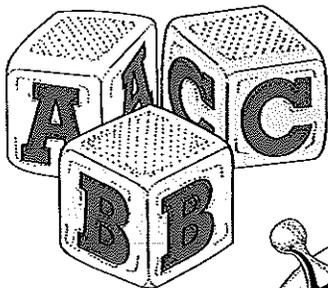
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

### **Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

### **Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

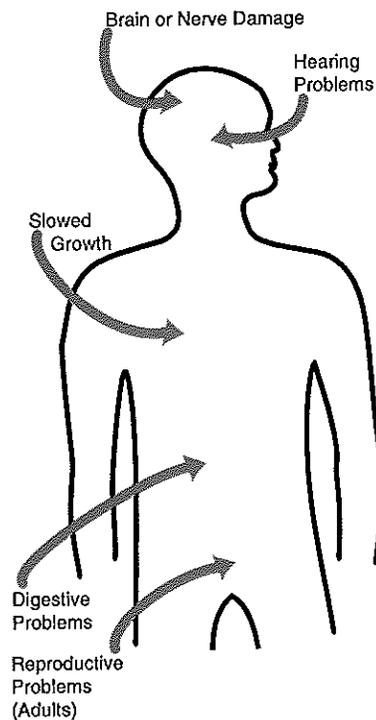
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

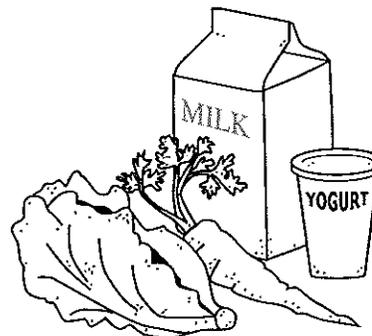
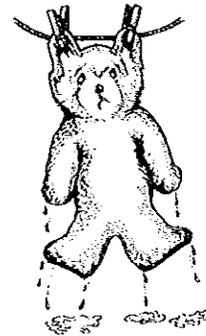
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

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Always use a professional who is trained to remove lead hazards safely.

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In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windowsills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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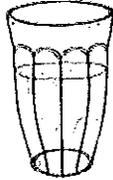
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

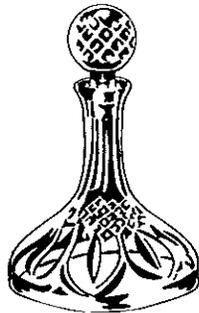
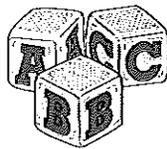
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While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

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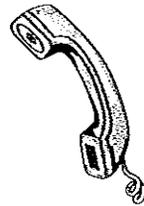
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

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### **The National Lead Information Center**

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

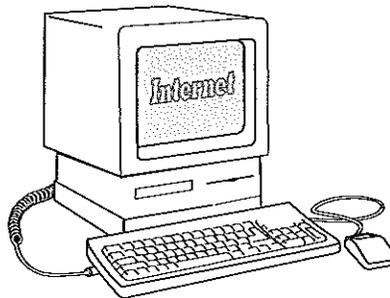


### **EPA's Safe Drinking Water Hotline**

Call **1-800-426-4791** for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### **Health and Environmental Agencies**

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8))  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## **CPSC Regional Offices**

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## **HUD Lead Office**

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## Declaración de Información sobre Pintura a Base de Plomo y/o Peligros de la Pintura a Base de Plomo

### Declaración sobre los Peligros del Plomo

Se notifica a todo comprador de cualquier interés en propiedad real residencial en la cual fue construida una vivienda residencial antes del año 1978, que dicha propiedad puede presentar una exposición a plomo de la pintura a base de plomo que podría poner a niños jóvenes en situación de riesgo de desarrollar envenenamiento de plomo. El envenenamiento de plomo en niños jóvenes puede producir daños neurológicos permanentes, incluyendo incapacidad para el aprendizaje, cociente de inteligencia reducido, problemas de comportamiento y memoria dañada. El envenenamiento de plomo también representa un peligro especial para las mujeres embarazadas. El vendedor de cualquier interés en una propiedad privada real residencial tiene la obligación de proporcionarle al comprador toda la información que posea sobre los peligros de la pintura a base de plomo que se hayan determinado en evaluaciones o inspecciones de riesgo y de notificarle al comprador sobre cualquier peligro que conozca de la pintura a base de plomo. Se recomienda realizar una evaluación o inspección de posibles peligros de la pintura a base de plomo antes de la compra.

### Declaración del Vendedor

(a) Presencia de pintura a base de plomo y/o peligros de pintura a base de plomo (marque (i) ó (ii) abajo):

(i) \_\_\_\_\_ Confirmado que hay pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (explique).

(ii) \_\_\_\_\_ El vendedor no tiene ningún conocimiento de que haya pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

(b) Archivos e informes disponibles para el vendedor (marque (i) ó (ii) abajo):

(i) \_\_\_\_\_ El vendedor le ha proporcionado al comprador todos los archivos e informes disponibles relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (anote los documentos abajo).

(ii) \_\_\_\_\_ El vendedor no tiene archivos ni informes relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

### Acuse de Recibo del Comprador (inicial)

(c) \_\_\_\_\_ El comprador ha recibido copias de toda la información indicada arriba.

(d) \_\_\_\_\_ El comprador ha recibido el folleto titulado *Proteja a Su Familia del Plomo en Su Casa*.

(e) El comprador ha (marque (i) ó (ii) abajo):

(i) \_\_\_\_\_ recibido una oportunidad por 10 días (o un período de tiempo de mutuo acuerdo) para hacer una evaluación o inspección de riesgo de presencia de pintura a base de plomo o de peligros de pintura a base de plomo; o

(ii) \_\_\_\_\_ renunciado a la oportunidad de hacer una evaluación o inspección de riesgo de presencia de pintura a base de plomo o de peligros de pintura a base de plomo.

### Acuse de Recibo del Agente (inicial)

(f) \_\_\_\_\_ El agente le ha informado al vendedor de las obligaciones del vendedor de acuerdo con 42 U.S.C. 4852(d) y está consciente de su responsabilidad de asegurar su cumplimiento.

### Certificación de Exactitud

Las partes siguientes han revisado la información que aparece arriba y certifican que, según su entender, toda la información que han proporcionado es verdadera y exacta.

_____	Fecha	_____	Fecha
Vendedor		Vendedor	
_____	Fecha	_____	Fecha
Comprador		Comprador	
_____	Fecha	_____	Fecha
Agente		Agente	

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**Declaración de Información sobre Pintura a Base de Plomo y/o Peligros de la Pintura a Base de Plomo**

**Declaración sobre los Peligros del Plomo**

Las viviendas construidas antes del año 1978 pueden contener pintura a base de plomo. El plomo de pintura, pedazos de pintura y polvo puede representar peligros para la salud si no se maneja apropiadamente. La exposición al plomo es especialmente dañino para los niños jóvenes y las mujeres embarazadas. Antes de alquilar (rentar) una vivienda construida antes del año 1978, los arrendadores tienen la obligación de informar sobre la presencia de pintura a base de plomo o peligros de pintura a base de plomo conocidos en la vivienda. Los arrendatarios (inquilinos) también deben recibir un folleto aprobado por el Gobierno Federal sobre la prevención del envenenamiento de plomo.

**Declaración del Arrendador**

(a) Presencia de pintura a base de plomo y/o peligros de pintura a base de plomo (marque (i) ó (ii) abajo):

(i) \_\_\_\_\_ Confirmado que hay pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (explique).

(ii) \_\_\_\_\_ El arrendador no tiene ningún conocimiento de que haya pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

(b) Archivos e informes disponibles para el vendedor (marque (i) ó (ii) abajo):

(i) \_\_\_\_\_ El arrendador le ha proporcionado al comprador todos los archivos e informes disponibles relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (anote los documentos abajo).

(ii) \_\_\_\_\_ El arrendador no tiene archivos ni informes relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

**Acuse de Recibo del Arrendatario o Inquilino (inicial)**

(c) \_\_\_\_\_ El arrendatario ha recibido copias de toda la información indicada arriba.

(d) \_\_\_\_\_ El arrendatario ha recibido el folleto titulado *Proteja a Su Familia del Plomo en Su Casa*.

**Acuse de Recibo del Agente (inicial)**

(e) \_\_\_\_\_ El agente le ha informado al arrendador de las obligaciones del arrendador de acuerdo con 42 U.S.C. 4852(d) y está consciente de su responsabilidad de asegurar su cumplimiento.

**Certificación de Exactitud**

Las partes siguientes han revisado la información que aparece arriba y certifican que, según su entender, toda la información que han proporcionado es verdadera y exacta.

_____	_____	_____	_____
Arrendador	Fecha	Arrendador	Fecha
_____	_____	_____	_____
Arrendatario	Fecha	Arrendatario	Fecha
_____	_____	_____	_____
Agente	Fecha	Agente	Fecha

## LEAD HAZARD PRESUMPTION NOTICE - SAMPLE FORM

*The property listed below has not been evaluated for lead-based paint but it has been presumed that lead-based paint or lead based paint hazards are present.*

Address/location of property or structure(s) this notice of presumption applies to:

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Types of Presumption (Check all that Apply)

Lead-based paint is presumed to be present.

Lead-based paint hazard(s) is(are) presumed to be present.

Contact person for more information about the presumption:

Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street: \_\_\_\_\_  
City & State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone #: \_\_\_\_\_

Person Who Prepared this Notice of Presumption:

Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Street: \_\_\_\_\_  
City & State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone #: \_\_\_\_\_

Summary of Presumption. List at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint)

Presumed Hazards

**Bare Soil** (list any areas of bare soil):

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**Dust Locations** (check the following that apply):

- Window sills
- Window troughs
- Floors

**Other presumed lead hazards** (check any of the following components that have deteriorated paint or are friction or impact surfaces):

**Locations**

**Exterior**

- Windows \_\_\_\_\_
- Doors \_\_\_\_\_
- Trim \_\_\_\_\_
- Cladding \_\_\_\_\_
- Outbuildings \_\_\_\_\_
- Fences \_\_\_\_\_
- Porch A \_\_\_\_\_
- Porch B \_\_\_\_\_

**Interior**

- Trim \_\_\_\_\_
- Doors \_\_\_\_\_
- Windows \_\_\_\_\_
- Walls \_\_\_\_\_
- Floors \_\_\_\_\_
- Ceilings \_\_\_\_\_
- Other \_\_\_\_\_

## LEAD HAZARD EVALUATION NOTICE – SAMPLE FORM

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

\_\_\_\_\_

Evaluation Completed (circle one):    Paint Inspection        Paint Testing        Risk Assessment

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

### Summary of Results:

\_\_\_\_\_ No lead-based paint or lead-based paint hazards were found.

\_\_\_\_\_ Lead-based paint and/or lead-based paint hazards were found. See attachment for details

Contact person for more information about the risk evaluation:

Printed name: \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

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

City & State \_\_\_\_\_

Zip \_\_\_\_\_

Phone #: \_\_\_\_\_

Person who prepared this notice:

Printed name: \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

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

City & State \_\_\_\_\_

Zip \_\_\_\_\_

Phone #: \_\_\_\_\_

Summarize the types and locations of lead-based paint hazards below or attach your own summary. The summary must list at least the bare soil locations, dust-lead locations, and/or building components (including type of room or space and the material underneath the paint), and types of lead-based paint hazards found:

Contaminated Soil		
Area	mg/g (ppm)	Location
None		
Perimeter	mg/g (ppm)	
Play Area	mg/g (ppm)	
Other	mg/g (ppm)	

Contaminated Dust		
Area	µg/SF	Location
None		
Windowsill	µg/SF	
Floor	µg/SF	
Other	µg/SF	
Other	µg/SF	

Other Hazards				
Component*	Location	Condition (good, fair, poor)	Friction or Impact Surface?	Lead Content (if known)
1.				mg/cm <sup>2</sup> (ppm)
2.				mg/cm <sup>2</sup> (ppm)
3.				mg/cm <sup>2</sup> (ppm)
4.				mg/cm <sup>2</sup> (ppm)
5.				mg/cm <sup>2</sup> (ppm)
6.				mg/cm <sup>2</sup> (ppm)
7.				mg/cm <sup>2</sup> (ppm)
8.				mg/cm <sup>2</sup> (ppm)
9.				mg/cm <sup>2</sup> (ppm)
10.				mg/cm <sup>2</sup> (ppm)
11.				mg/cm <sup>2</sup> (ppm)
12.				mg/cm <sup>2</sup> (ppm)
13.				mg/cm <sup>2</sup> (ppm)
14.				mg/cm <sup>2</sup> (ppm)

\* Components include but are not limited to (interior and exterior) windows, doors, trim, fences, porches, walls and floors.

# Sample Notice of Lead Hazard Reduction

Property Address: \_\_\_\_\_

Today's Date: \_\_\_\_\_

## Summary of the Hazard Reduction Activity:

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

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

**Location and type of activity.** (List the location and type of activity conducted or attach a copy of the summary page from the clearance report or the lead hazard scope of work providing this information.)

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Date(s) of clearance testing: \_\_\_\_\_

Summary of results of clearance testing:

- (a) \_\_\_\_\_ No clearance testing was performed.
- (b) \_\_\_\_\_ Clearance testing showed clearance was achieved.
- (c) \_\_\_\_\_ Clearance testing showed clearance was not achieved.

List any components with known lead-based paint that remain in the areas where activities were conducted. List the location of the component (e.g. kitchen-door, bedroom-windows).

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## Person who prepared this summary notice

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

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

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

Organization: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Owner: \_\_\_\_\_  
(Give to Property Owner with work-write up)

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

If you have any questions about this summary, please contact \_\_\_\_\_ at \_\_\_\_\_

## Appendix 3 – Procurement Procedures

**Procurement Standards:** Each owner/developer must become familiar 24 CFR 85.36, 24 CFR Parts 570 and CPD 96-05. Procurement standards under the CDBG-DR program include but are not limited to:

1. Owner/developers may use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards;
2. Owner/developers must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the owner/developer shall participate in selection, or in the award or administration of a contract supported by CDBG-DR funds if a conflict of interest, real or apparent, would be involved;
3. Owner/developers are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value-engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost;
4. Owner/developers will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement;
5. Owner/developers must maintain records sufficient to detail the significant history of all procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price;
6. Owner/developers will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to DOH;
7. All procurement transactions will be conducted in a manner providing full and open competition consistent with the federal procurement standards. Some of the situations considered to be restrictive of competition include but are not limited to:
  - Placing unreasonable requirements on firms in order for them to qualify to do business,

- Requiring unnecessary experience and excessive bonding,
  - Noncompetitive pricing practices between firms or between affiliated companies,
  - Noncompetitive awards to consultants that are on retainer contracts,
  - Organizational conflicts of interest,
  - Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
  - Any arbitrary action in the procurement process;
8. Owner/developers must have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and
  - Identify all requirements which the “bidders” must fulfill and all other factors to be used in evaluating bids or proposals.

**Methods of Procurement:** Owner/developers are responsible for the satisfaction of all contractual issues arising out of procurements entered into in connection with the CDBG-DR program. This includes assuring that all contracts funded in whole or in part with CDBG-DR funds are awarded in accordance with federal law, contain all of the necessary provisions for compliance with applicable regulations, and are executed in conformance with the regulations. Below are four types of procurement methods you may want to use:

1. **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. **The sealed bid method is the preferred method for procuring construction.**

**Sealed bids** method is appropriate when the following conditions exist:

- A complete, adequate and realistic specification or purchase description is available;
- Two or more responsible suppliers and/or contractors are willing and able to compete effectively;
- The procurement lends itself to a firm fixed-price contract; and
- Selection of the successful bidder can be made principally on the basis of price.

The following requirements apply for formal competitive (**sealed bid**) procurement:

- Bids must be publicly advertised and bidders must be given sufficient time to respond prior to the date set for opening of bids (30 days);
- The invitation to bid, including specifications and pertinent attachments, must clearly define the items or services needed;
- All bids must be opened publicly at the time and place stated in the invitation to bid;
- A firm, fixed-price contract award must be made by written notice to the responsible bidder whose bid, conforming to the invitation to bid, is selected; and
- Any or all bids may be rejected when there are sound documented business reasons that to do so would be in the best interest of the program.

2. **Procurement by competitive proposal.** The technique of competitive proposals is normally conducted with more than one source submitting an offer and involves issuing Requests for Proposals (RFP) or Qualifications (RFQ).

**Competitive proposals method** is generally used when conditions are not appropriate for the use of sealed bids. It may be used if the selection could be based on factors other than price, e.g., experience and capacity. Procurement of architectural and engineering (A&E) services falls under this category. Only fixed price or cost reimbursement “not to exceed” contracts may be awarded.

When using competitive proposal/negotiation, the following requirements apply:

- Proposals must be solicited from three or more qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement;
- A RFP must be issued and publicized which identifies all significant evaluation factors and their relative importance;
- All proposals received must be evaluated and the owner/developer must have a formal process for technical evaluation of proposals received, for determination of responsible “bidder”, and for selection;

**Note:** Negotiations should be conducted with more than one “bidder”;

- Awards may be made to the “bidder” whose proposal would be most advantageous to the owner/developer, considering the factors identified in the RFP or RFQ, with price and other factors considered; and
- Owner/developers may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

*The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services.*

3. **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$100,000. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.
4. **Procurement by noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

**Noncompetitive proposals method *may be used only when*** the award of a contract is not feasible under sealed bids, competitive proposals or small purchase procedures and one of the following circumstances applies:

- after solicitation from a number of sources, competition is determined inadequate; or
- the items or services required are available only from one source; or
- DOH authorizes noncompetitive proposals because of a public exigency or emergency is such that the urgency will not permit a delay beyond the time needed to employ one of the other methods described above.

**Note:** The fact that a contractor is performing other consultant services for the owner/developer is not, in itself, an adequate justification for a non-competitive negotiated award.

**Minority and Women Business Enterprise Requirements:** Section 281 of the National Affordable Housing Act requires that minority and women owned business enterprises have opportunities in all contracting activities in HUD assisted housing. Owner/developers, when soliciting/advertising for bids, must include a statement that says, “**minority and women owned businesses are encouraged to apply**”. DOH maintains a list of all minority and women owned businesses. Each owner/developer is required to request a copy of the list for their project area and provide opportunities for MBE/WBE businesses. This list can be obtained by calling Marcia Bonitto at (860) 270-8025.

**Contract cost and price:** Owner/developers must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including

contract modifications or change orders. **The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.**

**Awarding Agency Review - Contracts:** All contracts must be reviewed and approved by DOH. If contracts have been awarded prior to applying to DOH, owner/developers will certify that the procurement was in compliance with these procurement standards. Federal Contract Provisions must be attached and incorporated into all construction and professional contracts. The attachments can be found in Exhibit \_\_\_\_\_. It is suggested that owner/developers use the Standard AIA forms for contracting with general contractors. These forms can be purchased through your local business office supply store. These forms can not be photocopied.

**Bonding Requirements:** For construction or facility improvement contracts or subcontracts exceeding \$100,000 DOH may accept the bonding policy of the grantee if it protects DOH interest; if not, the minimum requirements are:

1. Bid security in the amount of 5% of the bid price,
  2. Performance Bond in the amount of 100% of the contract price, and
  3. Payment Bond in the amount of 100% of the contract price,
- or-
- Bid and contract securities in compliance with DOH requirements.

**Contract Provisions:** The following provisions must be included in the terms and conditions of the construction contract:

1. Remedies for violation or breach of contract terms,
2. Termination for cause and for convenience,
3. Compliance with Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented by Department of Labor regulations,
4. Compliance with the Copeland "Anti-Kickback" Act as supplemented by the Department of Labor regulations,
5. Compliance with the **Davis-Bacon Act** as supplemented by the Department of Labor regulations.
6. Compliance with the Contract Work Hours and Safety Standards Act as supplemented by the Department of Labor regulations,
7. Reporting requirements and regulations,
8. Patent rights requirements and regulations,
9. Copyrights and rights in data requirements and regulations,
10. Access to records of the contractor that are pertinent to the contract,
11. Retention of records for a minimum of period of 5 years,

12. Compliance with requirements under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive order 11738 and Environmental Protection Agency regulations, and
13. Compliance with the standards and policies under the Energy and Conservation Act.

**Davis-Bacon Act:** Projects with 12 or more CDBG-DR assisted units must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, to all laborers and mechanics employed in the development of the housing (if CDBG/Small Cities funds are used in the project, then Davis-Bacon is triggered at 8 units). **Volunteers -** Davis-Bacon wage provisions do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, requires that economic opportunities generated by HUD financial assistance (CDBG-DR) for housing and community development programs be targeted toward low- and very low-income persons. In effect this means whenever HUD assistance generates opportunities for employment or contracting, to the greatest extent feasible, owner/developers must provide opportunities to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons. Section 3 only applies to:

- owner/developers who receive \$200,000 or more; and projects for which CDBG-DR's share of the project costs exceeds \$100,000; and
- contracts and subcontracts awarded on the project for which CDBG-DR's share of project costs exceeds \$100,000.

Owner/developers and their contractors must show preferences for giving training and employment opportunities to low-income persons, to the greatest extent feasible.

Owner/developers and their contractors should show priority considerations for hiring low-income persons as follows:

- low-income persons residing in the project area or neighborhood; and
- participants in HUD Youthbuild programs.

Owner/developers and their contractors/subcontractors must give preference to Section 3 businesses. A Section 3 business is either 51% or more owned by low-income persons, employs substantial numbers of low-income persons, or is substantially owned by low-income persons (but less than 51%) and that employs low-income persons in key management positions. They should show the following preference order for awarding contracts:

- Section 3 businesses that operate in the project area; and

- Entities that carry out Youthbuild programs.

**Note:** The persons or businesses hired should be qualified to perform the work required.

Owner/developers and their contractors should make **good faith efforts** to hire low-income people and/or award contracts and subcontracts by doing the following:

- advertising contracting opportunities in prominent areas of the housing development;
- providing written notices to all known Section 3 businesses;
- coordination of pre-bid meetings and workshops;
- breaking out contract work items into economically feasible units for Section 3 businesses; and
- contacting agencies administering Youthbuild programs.

Owner/developers must document their best efforts to comply with Section 3 and their success at hiring low-income persons or businesses. The DOH is responsible to provide annual reports to the Assistant Secretary for Fair Housing and Equal Opportunity (FHEO). The DOH will be working with grant owner/developers for reporting their Section 3 efforts.

## **PROCUREMENT GUIDE**

The following guide is provided as an illustrative example of a procurement process that meets the standards discussed above for “Procurement by competitive proposals” for general contractors.

### **GUIDE**

**Project Name:**

**Project Location:**

**Project #:**

**Date:**

#### **Sample Procurement Procedure for Competitive Negotiations**

The Owner/Developer shall adhere to the following procurement procedure for the Project. This procurement procedure will allow for a competitive selection process to be used to evaluate and select the general contractor and abatement contractor (contractors). Selection of subcontractors of the general contractor and the abatement contractor shall be administered by their own procedures.

1. Owner shall solicit Request For Qualifications (RFQ) from contractors. Solicitation of contractors (Exhibit 1) will include contact directly from owner and various design consultants working on the project and contact through minority resource centers (Exhibit 2).
2. Contractors will be available to pick-up a RFQ package (Exhibit 3) which shall include a description of the project, RFQ submission requirements, contract requirements, selection criteria and information on Section 3.
3. Selection criteria shall evaluate all criteria included in the RFQ Package and the contractors which rate the highest will be selected. A ranking sheet shall be used by the selection committee (Exhibit 4).
4. Owner will submit a Section 3 Plan to the Department of Economic and Community Development (DOH) prior to negotiations with contractors.
5. Owner will establish a selection committee to screen and evaluate RFQ responses, select and interview qualified candidates as the committee deems necessary, evaluate proposals, and make the final selection. The selection committee may include, but not

limited to, members of the Board of Directors and Staff of Owner/Developer and design professionals working on the project.

6. RFQ selection shall qualify a minimum of three and maximum of six candidates as general contractor and a minimum of three and maximum of six candidates as abatement contractors or an appropriate number of contractors as determined by the committee.

7. Each selected contractor shall provide cost estimates and valued engineering at various design phases as the project schedule permits and upon completion of construction documents each selected contractor shall submit a sealed proposal.

8. Owner shall submit an independent cost estimate to DOH at the completion of the construction documents.

9. The final selection shall be made based principally on price and a fixed price contract shall be awarded to the most responsive and responsible contractor.

10. The contractor's selection package submitted to DOH shall include a statement that the contractor shall adhere to owner/developer Section 3 Plan, an Affirmative Action Policy and a statement that the contractor shall comply with Affirmative Action compliance as required by DOH and Bid Security.

11. Owner shall submit a Board of Director's Resolution indicating their approval of the selected contractors.

12. Upon DOH approval of the selected contractors Owner shall submit a Board of Director's Resolution approving the general contractor and abatement contractor final proposal which will be awarded the fixed price contract.

13. Owner reserves the right to reject the selected contractors final proposal if the amount is not within budget and solicit new proposals from new contractors and the existing qualified contractors.

14. Owner reserves the right to have legal counsel review the selected contractors RFQ packages and proposals.

**Exhibit 1**

**Project Name:**

**Project Location:**

**Project #:**

**Request for Qualifications Notice**

Owner/Developer, is soliciting Request for Qualifications (RFQ) from general contractors and abatement contractors (contractors) for our \_\_\_\_\_ Project located in, \_\_\_\_\_ Connecticut.

The Project consists of the rehabilitation/new construction of buildings located at \_\_\_\_\_, \_\_\_\_\_, Connecticut containing units of housing for low and moderate income families.

The project will be financed through the Department of Economic and Community Development (DOH) CDBG-DR Program and \_\_\_\_\_.

Contractors who wish to be considered and have the expertise, experience and capacity to provide the required services shall obtain a copy of the RFQ submission instructions from \_\_\_\_\_ Connecticut.

RFQ submissions shall be hand-delivered to \_\_\_\_\_ Connecticut in triplicate on or before \_\_\_\_\_.

Owner reserves the right to accept any submittal or to reject any submittal and to waive any informalities or irregularities in the submittal.

\_\_\_\_\_ is an Affirmative Action/Equal Opportunity Employer and small, minority and woman owned businesses are encouraged to apply.

### Exhibit 3

**Project Name:**  
**Project Location:**  
**Project #:**

#### Request for Qualifications Instructions

**Project Description:** The Project consists of the new construction/rehabilitation of \_\_\_ buildings located at \_\_\_\_\_ Street, \_\_\_\_\_, Connecticut containing \_\_\_ units of \_\_\_ housing for low and moderate income families. The project is scheduled to start construction in \_\_\_\_\_, 200\_\_ with completion in approximately \_\_\_ months; with possible phased relocation and/or occupancy.

**Project Financing:** The project will be financed through the Department of Economic and Community Development (DECO) CDBG-DR Program and \_\_\_\_\_. The \_\_\_\_\_ will act as limited partner and project syndicating agent.

**Request for Qualification Submission:** RFQ submissions shall be hand-delivered to \_\_\_\_\_, Connecticut in triplicate on or before \_\_\_\_\_.

**Submission Information and Selection Criteria:** Interested contractors shall submit information as outlined below and selection of approved contractor shall be based on the submission and review of the information. A selection committee will be established to review the information submitted, verify the information submitted, contact references and interview contractors as the committee may require. The selection committee may include, but not limited to, members of the Board of Directors and Staff of owner/developer and design professionals working on the project.

**Notice:** Owner/Developer reserves the right to reject the selected contractor's final proposal if the amount is not within budget and solicit new proposals from new contractors and the existing qualified contractors.

**Selected Contractors:** Selected contractors shall provide cost estimates and valued engineering at various design phases as the project schedule permits and upon completion of the construction documents each selected contractor (a minimum of three and maximum of six general contractors or an appropriate number of contractors as determined by the committee shall be selected) shall submit a sealed proposal. The sealed proposal shall be accompanied with a statement that the contractor shall adhere to Owner/Developer's Section 3 Plan, an Affirmative Action Policy and a statement that the contractor will comply and adhere to Affirmative Action compliance as required by DOH and Bid Security. The final selection of a general contractor and environmental contractor shall be based principally on price and a fixed price contract shall be awarded to the most responsive and responsible contractor.

**Project Name:**

**Project Location:**

**Project #:**

### **Request for Qualifications Instructions**

1. Name of company and Federal identification number
2. Permanent main office address
3. Principal business of firm
4. When organized
5. If a corporation, where incorporated
6. How many years you have been engaged in construction under your present firm or trade name?
7. Copy of appropriate licenses
8. Contracts on hand with anticipated dates of completion and projects completed in the past 5 years, showing gross amount of each contract
9. List of references relating to the contracts on hand and projects completed
10. Documentation of prior experience in projects similar to the \_\_\_\_\_ Project; including size, rehabilitation, federal funding, tax credit funding and historic district
11. Documentation of past performance on similar projects, i.e. have you defaulted on a contract, failed to complete work and percentage of change orders
12. Background, experience and qualifications of principal members, including officers and personnel
13. Current financial statement
14. Bank reference
15. Letter of interest from a bonding company to supply a bid bond and performance and material bond for the Project
16. Evidence of existing insurance coverage and statement that the contractor will comply with the insurance requirements for the project as outlined in the project manual
17. Affirmative Action Policy and Equal Employment Opportunities Policy and statement that the contractor will comply and adhere to Affirmative Action compliance as required by DOH
18. Statement that the contractor will comply and adhere to Owner/Developer's Section 3 Plan for the project
19. List of major equipment
20. Statement of interest in the project, statement as to why you feel qualified for the project and a statement that you can work within the project schedule.

**Exhibit 4**

**Project Name:**  
**Project Location:**  
**Project #:**

**Selection Criteria Ranking Weight**

Contractor Name: \_\_\_\_\_ Contractor Type: \_\_\_\_\_

Selection Committee Member Name: \_\_\_\_\_

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

**Ranking Scores: 0=low, 5=high**

- Complete RFQ Response: (0-5 points) \_\_\_\_\_
- Local Based Firm: (5 points) \_\_\_\_\_
- Appropriate Licenses/Current: (5 points) \_\_\_\_\_
- Contracts on Hand/Conflict of Schedule: (0-5 points) \_\_\_\_\_
- References: (0-10 points) \_\_\_\_\_
- Prior Experience:     Housing Rehab/New Construction \_\_\_\_\_
- Similar Contract Amounts: (0-5 points) \_\_\_\_\_
- Federal Funding: (5 points) \_\_\_\_\_
- Tax Credit Funding: (5 points) \_\_\_\_\_
- State of Connecticut Funded: (5 points) \_\_\_\_\_
- Historic District: (5 points) \_\_\_\_\_
- Past Performance:    Defaulted: (-5 points) \_\_\_\_\_
- Failed to Complete Work: (0-5 points) \_\_\_\_\_
- Background/experience/qualifications of principal members,  
                              officers & personnel: (0-5 points) \_\_\_\_\_
- Current Financial Condition: (0-5 points) \_\_\_\_\_
- Interest and Rating of Bonding Company: (-9 or 5 points) \_\_\_\_\_
- Insurance Coverage/Statement of Compliance: (0-5 points) \_\_\_\_\_
- Affirmative Action/Statement of Compliance: (0-5 points) \_\_\_\_\_
- Section 3/Statement of Compliance: (0-5 points) \_\_\_\_\_

**Total Points = \_\_\_\_\_**

Highest ranking contractors shall be qualified at a minimum of three and maximum of six candidates as general contractor and a minimum of three and maximum of six candidates as abatement contractor or an appropriate number of contractors as determined by the committee.

## Appendix 4 – Labor Standards

- Federal Labor Standards Provisions
- Certified Payroll
- Davis-Bacon Poster
- Employee Interview Form

## Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.doi.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 contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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





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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

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THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempos debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempos. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 12/31/2013)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?		4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	Pension Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

8. Are you an apprentice or trainee?	Y <input type="checkbox"/>	N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	Y <input type="checkbox"/>	N <input type="checkbox"/>
9. Are you paid for all hours worked?	Y <input type="checkbox"/>	N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	Y <input type="checkbox"/>	N <input type="checkbox"/>

12a. Employee Signature	12b. Date
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13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

15a. Interviewer name (please print)	15b. Signature of Interviewer	15c. Date of interview
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### Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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## Appendix 5 – Insurance Requirements Multifamily Property Owners

(A) Applicant (or Owner) shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the Applicant's property:

- 1) **Property Insurance: (Construction Phase)** With respect to any work involving the construction of real property during the construction project, if DOH is taking a collateral position in the property, the Applicant shall maintain Homeowners Insurance providing full replacement value coverage for the entire project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. In addition, the Applicant shall attach an Umbrella Policy to their Homeowners Policy in the amount of \$1,000,000.00. Applicant agrees to endorse the State of Connecticut as a Loss Payee on these policies.
- 2) **Property Insurance: (Post Construction)** If DOH is taking a collateral position in the property, the Applicant shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps set forth by the Federal Emergency Management Agency at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. In addition, the Applicant shall attach an Umbrella Policy to their Homeowners Policy in the amount of \$1,000,000.00. Terms of this Exhibit B shall remain in full-force and effect upon approval of the project throughout the duration of the Promissory Note or other mechanism used to ensure compliance with all terms required for CDBG-DR funding. The State of Connecticut shall be listed as a Loss Payee.

### (B) Additional Insurance Provisions

1. Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
2. Applicant shall assume responsibility for any and all deductibles in the described insurance policies.
3. Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy described herein shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
4. Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a minimum Best Rating of A-, or as otherwise approved by DOH.

## Appendix 6 – Insurance Requirements: Non-Profits/ For Profits/Housing Authorities

### INSURANCE REQUIREMENTS FOR NON-PROFIT AND FOR PROFIT ENTITIES

(A) Applicant shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is (i) financial assistance of less than \$100,000, (ii) a planning grant, or (iii) a predevelopment loan, only items 1 and 2 as set forth herein shall apply:

- 1) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, and \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- 4) **Directors and Officers Liability:** \$1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships.
- 5) **Comprehensive Crime Insurance:** \$100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and Money and Securities coverage for Theft, Burglary, Robbery, Disappearance and Destruction.
- 6) **Builders Risk:** (Construction Phase) With respect to any work involving the construction of real property during the construction project, if Agency is taking a collateral position in the property, the Applicant shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Applicant agrees to endorse the State of Connecticut as a Loss Payee.
- 7) **Property Insurance:** (Post Construction) If the Agency is taking a collateral position in the property, the Applicant shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood

insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a Loss Payee.

(B) Additional Insurance Provisions

1. The Agency officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.
2. Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
3. Applicant shall assume any and all deductibles in the described insurance policies.
4. Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
5. Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a minimum Best Rating of A-, VII, or equivalent or as otherwise approved by Agency.

**Insurance Requirements for Housing Authority**

(a) Applicant shall procure and maintain for the duration of the contract the following types of insurance, in amounts not less than the stated limits, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is financial assistance of less than \$100,000, a planning grant or a predevelopment loan, items 3, 4, 5 and 6 of this subsection shall not apply:

- 1) **Commercial General Liability: \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with compensation laws of The State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) **Public Officials Liability: \$1,000,000** per occurrence limit of liability.
- 4) **Comprehensive Crime Insurance: \$100,000** limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), Theft, Disappearance and Destruction (Form C), Robbery/Safe burglary (Form D).
- 5) **Builders Risk: (Construction Phase)** With respect to any work involving the construction of real property during the construction project, if DECD is taking a collateral position on the property, the Applicant shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. The Applicant agrees to endorse the State of Connecticut as a Loss Payee.
- 6) **Property Insurance: (Post Construction)** If DECD is taking a collateral position on the property, the Applicant shall maintain insurance covering all risks of direct physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) which are approved by Federal Emergency Management Agency (FEMA) or its successor) at 100% of Replacement Value for such real and personal property, improvements and betterments. The State of Connecticut shall be listed as a loss payee.

(b) Additional Insurance Provisions

1. The State of Connecticut Department of Economic and Community Development, its officials and employees shall be named as an Additional Insured.
2. Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut,

3. Applicant shall assume any and all deductibles in the described insurance policies.
4. Each insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State of Connecticut.
5. Each policy shall be issued by an Insurance Company licensed to do business by the Connecticut Department of Insurance and having a minimum Best Rating of A-, VII, or equivalent or as otherwise approved by DECD.