



# Homes and Community Renewal

## SECTION 3 PARTICIPATION PLAN

(Owner/Developer and General Contractor)

**For** \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Construction Project)

**Submitted by:**

**Name of Owner/Developer:**

Address:

Primary Contact:

Phone number:

Email:

**Name of General Contractor:**

Address:

Primary Contact:

Phone number:

Email:



# Homes and Community Renewal

## General Statement

\_\_\_\_\_, the owner/developer, and \_\_\_\_\_, the general contractor, are committed to complying with the provisions of the Section 3 statute, the Section 3 regulations, and the (City/County/Village of \_\_\_\_\_) Section 3 Guidelines (hereinafter "Section 3"). It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 Residents. We commit to include the Section 3 clause in the construction contract and all subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements and goals. We agree to provide the City/County/Village of \_\_\_\_\_ with copies of all bids received in response to the invitation to bid and copies of all contracts awarded in excess of \$100,000.00.

## Contracting Goals

To demonstrate compliance with Section 3 regulations, it is expected to award at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work, and, at least 3% of the total dollar amount of all other Section 3 covered contracts (i.e., professional services) to Section 3 Business Concerns.

Dollar amount of the construction contract: \$\_\_\_\_\_

10% of the total contract is: \$\_\_\_\_\_

3% of the total contract is: \$\_\_\_\_\_

I understand these goals as stated above and hereby agree to perform my duties in support of working towards these goals. Initials: (Owner/Developer) \_\_\_\_\_ (General Contractor) \_\_\_\_\_

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan could result in New York State Homes & Community Renewal ("HCR") and/or the Secretary of Housing and Urban Development ("HUD") considering us non-compliant with the Section 3 regulations or obligations.

## Employment and Training:

To demonstrate compliance with Section 3 regulations, it is expected to employ Section 3 Residents as 30% of the aggregate number of new hires, and to provide technical training to those new hires. We agree to provide information regarding existing employees and hiring prerequisites as a part of this Plan.



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A concerted effort will be made to meet the goals in this Plan. If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible, and documentation of our efforts to reach these goals

### Outreach

We are committed to conducting an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and employment opportunities in connection with this Section 3 Covered Project. The efforts will include, but will not be limited to:

- Publication of opportunities in newsletters or other local newspapers, including those targeted to Limited English Proficient populations.
- Publication of opportunities within New York Empire State Development Corporation.
- Publication of opportunities on the Section 3 website maintained by HCR's Fair & Equitable Housing Office.
- Extend invitations to Section 3 Business Concerns to relevant bidding opportunities.
- Use of signage at the project site and flyers posted in the neighborhood and surrounding areas.
- Notification to NAACP, Urban League, the Hispanic Chamber of Commerce, and other appropriate cultural and ethnic organizations.
- Notification of potential bidding opportunities, training or employment opportunities to neighborhood and non-profits groups servicing low-income persons.
- Communicate opportunities to contractor and trade organizations, employment agencies and career centers.

It is not required to include all of these methods in a Section 3 implementation strategy. However, a robust strategy that makes a good faith effort to meet the objectives stated in this Section 3 Plan is expected. HCR and the (City/County/Village of \_\_\_\_\_) reserves the right to request, at any time, documentation of efforts made (e.g., proof of advertisement in local newspapers, flyers, and other modes of communications) in order to meet Section 3 goals.

### Project Neighborhood Area

The project neighborhood area is: \_\_\_\_\_.

This area will be the primary focus for all outreach attempts.



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### Section 3 Coordinator

Name:

Contact number:

Email:

This person will serve as the main point of contact for all Section 3 related issues on behalf of the owner, general contractor, and subcontractors.



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## Reporting

We agree to provide HCR and/or the City/County/Village of \_\_\_\_\_ the following documentation after the Section 3 qualified project is substantially completed, and will freely submit this information at any time if requested by the City.

- City/County/Village of \_\_\_\_\_ Section 3 Summary Report
- Contract and Subcontract Activity Report

## Attachments

The following attachments are incorporated into and made a part of this Section 3 Plan:

- Attachment 1: Section 3 Clause to be included in all contracts
- Attachment 2: Estimated Workforce Needed for Section 3 Covered Project (Owner/Developer)
- Attachment 3: Estimated Workforce Needed for Section 3 Covered Project (Prime/General Contractor)  
*(Not necessary if the Owner/Developer is acting as the General Contractor)*
- Attachment 3: Outreach to Solicit Bids from Section 3 Businesses

**Submitted to the City/County/Village of \_\_\_\_\_**

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

**Owner/Developer:**

(Print/type name of organization)

By: \_\_\_\_\_

(Print/type name and title)

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

**General Contractor:**

(Print/type name of organization)

By: \_\_\_\_\_

(Print/type name and title)



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## Attachment 1: Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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### Attachment 2: Estimated Workforce Needed for Section 3 Covered Project (Owner/Developer)

Name of Company	
Project Name	
Period Covered	
Date Submitted	

Job Category	Total Estimated Positions Needed for Project	Number of Positions Occupied by Permanent Employees	Number of Positions to be Filled with Section 3 Residents

If no new job opportunities will be available during this project, state the reason below:



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## **Attachment 3: Estimated Workforce Needed for Section 3 Covered Project (Prime/General Contractor)**

Name of Company	
Project Name	
Period Covered	
Date Submitted	

If no new job opportunities will be available during this project, state the reason below:



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### Attachment 4: Outreach to Solicit Bids from Section 3 Businesses

<b>General Contractor</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

Indicate the efforts that will be made to notify Section 3 Business Concerns of contracting opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible (using additional pages if necessary). All efforts must be documented. After the contracts are awarded, attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized, along with a list of all Section 3 Business Concerns that responded to your outreach efforts (bid tabulations, etc).



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## **SECTION 3 PARTICIPATION PLAN ACKNOWLEDGMENT & CERTIFICATION FORM**

The Awardee agrees to develop procedures designed to implement the following steps towards increased opportunities for training and employment directed to lower income residents and increase the contracting opportunities of Business Concerns within the Section 3 covered area.

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u (2014), Section 3 regulations, 24 C.F.R. §§ 135.1–.92 (1994), and hereby agree to perform my duties as \_\_\_\_\_ in full compliance with these statutory provisions and the Awardee Participation Plan.

Non-compliance with the Section 3 regulations Awardee Participation Plan may result in NYS Homes and Community Renewal implementing appropriate sanctions including withholding contract payments, terminating contracts or debarment/suspension of Awardee from future Section 3 eligible award contract(s) for a determined period of time.

As chief local executive or administrative officer of Awardee, I agree to actively pursue full implementation of this program.

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

Print Name: \_\_\_\_\_

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

Awardee: \_\_\_\_\_

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