



CDBG GRANT #122-25

Bid Documents for
TOWN OF JEROME
DECEPTION LANE WATER LINE IMPROVEMENTS

December 15, 2025

Project Contact:

Northern Arizona Council of Governments
Richard S. Ormond
1000 Ainsworth Dr. #C320, Suite F
Prescott, AZ 86305
(928) 445-0211

**Jerome Deception Lane Water Line Improvements
CDBG CONTRACT #122-25**

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PROJECT INFORMATION

ATTACHED PLANS AND SPECIFICATIONS ARE COMPRISED OF 6 SHEETS PLUS SWPPP AT 2 SHEETS

REQUEST FOR BIDS ADVERTISEMENT
JEROME DECEPTION LANE WATER LINE IMPROVEMENTS

The Town of Jerome has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing for water line improvements to Deception Lane. This project is subject to Davis-Bacon wages. The Town of Jerome will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services:

Installation of approximately 1500 linear feet of 6-inch DR 14 C900 PVC (*updated*) water line that will connect to the water line on Gulch Road and to change the path of water lines that serve the length of Deception Lane. Improvements include installation of a regulator station on Deception Lane and hydrants at the end of Deception Lane. The dirt roadway will be regraded and drainage corrected as needed after water lines are replaced and fire hydrants are installed.

The project will take place at Deception Lane in Jerome, Arizona. The project location is south of Highway 89A, approximately 1.7 miles from downtown Jerome traveling east on 89A.

Bidding documents are available starting December 16, 2025, by contacting Richard S. Ormond, NACOG, 1000 Ainsworth Dr. #C320, Suite F, Prescott, AZ 86305; 928-445-0211 or ormond@nacog.org.

A pre-bid meeting will be held on Thursday, January 8, 2026, at 10:00 a.m., at Jerome Town Hall, 600 Clark Street, Jerome, AZ 86333. Minutes from the conference will not be produced, therefore, it is encouraged that attendees take notes as appropriate. The pre-bid meeting is not mandatory, but it is highly recommended that all bidders visit the project site to become aware of the conditions.

Any request for an explanation of the meaning or interpretations of the bid shall be submitted no later than January 22, 2026. If interpretations or explanations are warranted, the response will be issued as an addendum to the bid and will be emailed to all those on the bidders list by end of day on January 26, 2026. All written request(s) shall be directed to ormond@nacog.org. Oral interpretations or clarifications will be without legal effect.

All bids must be on a lump-sum basis. Segregated bids will not be accepted. Bids must be sealed, labeled "Sealed bid for Jerome Deception Lane Water Line Improvements" and delivered to **Town of Jerome, 600 Clark Street, Jerome, AZ, no later than 2:00 p.m. on January 29, 2026. Mailed bids should be sent to PO Box 335, Jerome, AZ 86333, and must be received by the deadline.** Faxes are not acceptable. Late bids will be returned unopened. It is the bidder's responsibility to ensure proposals are received at the above location on or before the specified time.

Minority, woman-owned, and disadvantaged businesses are encouraged to submit. The Town of Jerome may waive informalities in the bids, may negotiate with any and all bidders, and may reject all bids if it is deemed in the best interest of the Town.

Publication Dates:

Verde Independent – December 16, 2025;
Prescott Courier – December 16, 2025

INVITATION TO BID
JEROME DECEPTION LANE WATER LINE IMPROVEMENTS
JEROME, AZ

The Town of Jerome has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing for water line improvements to Deception Lane. The Town of Jerome will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

Installation of approximately 1500 linear feet of 6-inch DR 14 C900 PVC water line that will connect to the water line on Gulch Road and to change the path of water lines that serve the length of Deception Lane. Improvements include installation of a regulator station on Deception Lane and hydrants at the end of Deception Lane. The dirt roadway will be regraded and drainage corrected as needed after water lines are replaced and fire hydrants are installed. See attached plans and specifications.

SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, transportation, and perform all the work for the project known as Deception Lane Water Line Improvements, as called for in the plans and specifications. The successful Bidder will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful Bidder should be prepared to comply with all local, state, and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

A pre-bid meeting will be held on January 8, 2026, at Jerome Town Hall, 600 Clark Street, Jerome, AZ 86333. Minutes from the conference will not be produced, therefore, it is encouraged that attendees take notes as appropriate. It is highly recommended that all bidders visit the project site to become aware of the conditions.

Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system and have a Unique Entity ID number. The website for registration is: <https://www.sam.gov>.

BIDS

To be considered, *one (1) original and one (1) copy* of the submittal documents must be provided in accordance with the Instructions to Bidders included in this bid package.

Bids must be sealed, labeled “Sealed Bid for Jerome Deception Lane Water Line Improvements” and delivered to the Town of Jerome, 600 Clark Street, Jerome, AZ, no later than 2:00 p.m. on January 29, 2026. Mailed bids should be sent to PO Box 335, Jerome, AZ 86333, and must be received by the deadline. Faxes are not acceptable. Late bids will be returned unopened. It is the bidder’s responsibility to ensure proposals are received at the above location on or before the specified time. Bids will be opened immediately following the submission deadline and total amounts will be read aloud. Failure of the Bidder to complete all of the bid documents may result in rejection of the bid.

A bid security in the form of a certified check, cashier's check, or bid bond in the amount of 5% of the bid shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to Grantee. Said bid

security shall be considered liquidated damages and shall be forfeited to Grantee in the event the proposal is accepted and the successful Bidder fails to execute the Contract and furnish the required bonds within ten (10) workdays after the notice of bid award.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

Any request for clarification or further information shall be submitted no later than January 22, 2026, to rormond@nacog.org. If warranted, the response will be issued as an addendum to the bid and will be emailed to all those on the bidders list by end of day on January 26, 2026. This response shall serve as an addendum to the Invitation to Bid and become part of the Grantee's bid package. Oral interpretations or clarifications will be without legal effect.

Grantee reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. Grantee also reserves the right to hold any or all bids for a period of thirty (60) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (60) day period.

INSTRUCTIONS TO BIDDERS

Bidders are requested to keep the narrative portion of their submittal (responses to Contractor's Qualification Statement) to no more than five (5) pages. The submittal is to contain all information listed and in the order listed on the Bid Cover Sheet/Checklist, which is included in this section. Submit one original and one copy of the submittal, which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Amendments, Addenda, Revisions, and other changes to the bid will be emailed to all those on the bidders list by end of day on January 26, 2026.
2. Utilizing the form provided, complete the Bid Form and bid schedule.
3. Utilizing the form provided, plus attachments (if necessary), complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five years in the construction of similar projects and any funded with federal dollars subject to Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references will be verified during the scoring process.
 - b. Please identify the project team and submit short resumes of the key personnel.
 - c. Provide a list of current major project commitments by the firm.
4. Provide a timeframe for project completion in your own format.
5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by Bidder's owner or corporate officer.

6. Utilizing the form provided, submit the Certifications signature page. This form is to be signed by Bidder's owner or corporate officer.

Bid Security, Performance Bond and Payment Bond

The proposal guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for five (5%) percent of the amount of the bid.

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the Contract amount. No substitution or other form of bond will be allowed. Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to Grantee and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to Grantee.

The certificate of insurance shall name as additional insured the Town of Jerome. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

- a. Worker's Compensation..... statutory
- b. Protective Bodily Injury..... \$2,000,000 each occurrence and annual aggregate
- c. Personal Property..... \$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury..... \$2,000,000 each occurrence and annual aggregate and Property Damage

Award of the Contract

Grantee reserves the right to reject any and all bids and to award the Contract to other than the low bidder with good cause. Grantee further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the Bidder recognizes the right of Grantee to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualifications, and financial ability to carry out the terms of the Contract.

All bids shall remain firm for a period of sixty (60) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the Award of the Contract has been delayed more than sixty-one (61) days.

The Contractor to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the receipt of the contract documents. In case of failure of the Bidder to execute the Contract, Grantee may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of Grantee. Bidder shall be prepared to commence work within fifteen (15) days of receipt of the Notice to Proceed.

Protest Procedure

A protest shall be in writing and shall be filed with the Grant Administrator (rormond@nacog.org), NACOG, 1000 Ainsworth Dr. #C320, Suite F, Prescott, AZ 86305; 928-445-0211. A protest shall be received at NACOG within three (3) business days after issuance of notification of intent to award or issuance of a notice of non-award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

BID COVER SHEET / CHECKLIST

CONTRACTOR: _____

THE FOLLOWING ITEMS MUST BE RETURNED WITH THE BID FOR A COMPLETE BID PACKAGE:

- BID FORM (3 PAGES)**
- BID SCHEDULE (1 PAGE)**
- BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK**
- CONTRACTOR'S QUALIFICATION STATEMENT (2 PAGES); WITH SUPPORTING DATA (NO MORE THAN 5 PAGES)**
 - CURRENT SIMILAR PROJECTS**
 - EXAMPLES OF PRIOR SIMILAR PROJECTS/DAVIS BACON IDENTIFIED**
 - PROJECT TEAM/RESUMES OF KEY PERSONNEL**
- PROJECT SCHEDULE – USE YOUR OWN FORMAT**
- SUBCONTRACTOR LIST (1 PAGE)**
- LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)**
- CERTIFICATIONS SIGNATURE FORM (1 PAGE)**

DELIVER ONE ORIGINAL AND ONE COPY IN A SEALED ENVELOPE LABELED "SEALED BID FOR JEROME DECEPTION LANE WATER LINE IMPROVEMENTS" TO THE TOWN OF JEROME, 600 CLARK STREET, JEROME, AZ, NO LATER THAN 2:00 P.M. ON JANUARY 29, 2026. MAILED BIDS SHOULD BE SENT TO PO BOX 335, JEROME, AZ 86333, AND MUST BE RECEIVED BY THE DEADLINE.

FAXES ARE NOT ACCEPTABLE.

LATE BIDS WILL BE RETURNED UNOPENED.

**TOWN OF JEROME CDBG
DECEPTION LANE WATER LINE IMPROVEMENTS**

BID FORM

PROJECT IDENTIFICATION: DECEPTION LANE WATER LINE IMPROVEMENTS

CONTRACT IDENTIFICATION AND NUMBER: **CDBG # 122-25**

THIS BID IS SUBMITTED TO: TOWN OF JEROME

BASE BID AMOUNT: _____ (in numbers)

In Words: _____

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Town of Jerome, in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for *60 days* after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within *10 days* after the date of Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Contract, that:

- a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder acknowledges that the Town of Jerome does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground

facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- e. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
- f. Bidder has provided the Town of Jerome written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the contract documents and the written resolution thereof by the Town of Jerome is acceptable to Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over the Town of Jerome.

4. Bidder will complete the work in accordance with the contract documents for the price outlined on this bid form.
5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **120 calendar days** after the effective date of the Notice to Proceed.
6. Bidder accepts the provisions of the Contract as to liquidated damages of **\$100 per day** for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
7. The following documents are attached to and made a condition of this bid:
 - a. Required Bid Security
 - b. Contractor Qualification Statement and supporting data
 - c. Project Schedule
 - d. Subcontractor List
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name _____

Title _____

Company _____

Address _____

Phone _____

Email _____

Submitted on _____, 2026.
(insert date)

State Contractor License No.: _____

BID SCHEDULE

DECEPTION LN WATER LINE						15-Dec-2025
GROUP	DESCRIPTION	QTY	UNITS	Unit Cost	Total	
	MOBILIZATION	1	LS			
	POT HOLING	1	LS			
WATER	6" WATERLINE (PVC)	1,260	LF			
WATER	10" DI SLEAVE	60	LF			
WATER	6" VALVE	3	EA			
WATER	SERVICE LINE VALVE	3	EA			
WATER	ARV	1	EA			
WATER	PRV	1	EA			
WATER	BLOW OFF	1	EA			
WATER	NEW FH & VALVE	3	EA			
WATER	WATER SERVICE CONNECTION	3	EA			
WATER	WATERLINE TIE-INS	1	EA			
WATER	ABANDON EXISTING WATERLINE	1	LS			
WATER	SAWCUT AND REMOVE EXISTING ASPHALT	500	SQFT			
WATER	ASHPALT REPAACEMENT	500	SQFT			
	CONSTRUCTION SUB TOTAL					
	UNKNOWN UTILITY RELOCATION ALLOWANCE & CONTINGENCY*	1	LS	\$ 50,000.00	\$ 50,000.00	
	CONSTRUCTION SUB TOTAL W/CONTINGENCIES					
SUPPORTING SERVICES: CONTRACTOR						
	TRAFFIC CONTROL	1	LS			
	SWPPP	1	LS			
	TESTING	1	LS			
	TAX					
	Total					

BID SCHEDULE NOTES:

WORK HOURS WILL BE 7 AM - 3:30 PM.

THE TOWN WILL SET STANDARD PRESSURE ONCE LINES AND VALVES ARE INSTALLED.

CONTRACTOR TO PROVIDE RATE SHEET INCLUDING UNIT RATE TO REMOVE 1CY OF ROCK EXCAVATION.

ANY ADDITIONAL WORK WILL BE PER THE RATE SHEET. ANY ADDITIONAL WORK TO BE APPROVED BY THE ENGINEER BEFORE PROCEEDING.

*UNKNOWN UTILITY RELOCATION – IF UTILITY RELOCATION IS DEEMED NECESSARY, TOWN AND CONTRACTOR WILL JOINTLY INVESTIGATE THE SITE TO DETERMINE THE EXTENT OF RELOCATION. PAYMENT WILL BASED ON THE PROVIDED UNIT RATES. PRIOR APPROVAL IS REQUIRED BEFORE PROCEEDING WITH THE WORK.

*ROCK EXCAVATION – IF ROCK EXCAVATION IS DEEMED NECESSARY, TOWN AND THE CONTRACTOR WILL THE JOINTLY INVESTIGATE THE SITE TO DETERMINE THE EXTENT OF ROCK EXACTION. PAYMENT WILL BE BASED ON PROVIDED UNIT RATES. PRIOR APPROVAL IS REQUIRED BEFORE PROCEEDING WITH THE WORK.

EXCAVATION PATCHES WITHIN 89A ADOT ROW TO BE PER ADOT C-07_06 AC PAVEMENT DETAIL AND INCLUDE TYPE B ASPHALT PAVEMENT EDGE PER MAG 201.

CONSTRUCTION STAKING & AS-BUILT SURVEY TO BE PROVIDED BY THE TOWN

REDLINE DRAWINGS – THE CONTRACTOR IS TO KEEP DETAILED AND CLEAN REDLINE DRAWINGS AND PROVIDE TO THE TOWN ENGINEER AT THE END OF THE PROJECT.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation
 Partnership
 Individual

Joint Venture
 Other

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?

3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President's name:
 - d. Vice-president's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:

4. If an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):

5. If other than a corporation or partnership, describe organization and name principals:

6. Your organization normally performs the following work with your own forces:

7. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

8. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

9. On a separate sheet, list relevant/similar projects your organization has in process, giving the name of project, owner, Architect or Engineer, contract amount, percent complete, and scheduled completion date.

10. On a separate sheet, list relevant/similar projects your organization has completed in the past five years, giving the name of project, owner, Architect or Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

11. On a separate sheet, list the construction experience of the key individuals of your organization.

13. Dated at _____ this _____ day of _____, 2026.

SUBCONTRACTORS LIST

The Contractor shall list below and complete a form LS-3 for all qualified subcontractors he/she will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete or improperly complete this list will constitute sufficient grounds to reject his/her bid.

The Contractor may list himself/herself to perform one or more of the listed categories of work for which he/she has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his/her own payroll.

List only a single name for each listing. All valid subcontractors must have a license number from the Arizona Registrar of Contractors.

CONTRACTOR CONTRACT (SAMPLE)

This contract is between _____ (name/address)_____, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and **Town of Jerome, PO Box 335, Jerome, AZ 86333**, (referred to in this contract as GRANTEE).

WHEREAS, GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing to _____.

NOW, THEREFORE;

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by both the CONTRACTOR and GRANTEE and, in addition, GRANTEE issues a Notice to Proceed. GRANTEE shall have no obligation to issue a Notice to Proceed and may choose to do so only after all grant funding requirements have been satisfied.

The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

A. Scope of Work	<input type="checkbox"/> not applicable	<input checked="" type="checkbox"/> applicable
B. Notice to Proceed	<input type="checkbox"/> not applicable	<input checked="" type="checkbox"/> applicable
C. Engineered Drawings	<input type="checkbox"/> not applicable	<input checked="" type="checkbox"/> applicable
D. Contractor Bid Package	<input type="checkbox"/> not applicable	<input checked="" type="checkbox"/> applicable
E. Schedule of Work	<input type="checkbox"/> not applicable	<input checked="" type="checkbox"/> applicable

3. SCOPE OF WORK. CONTRACTOR shall complete all work as specified or indicated in the contract documents. See attached Proposal Form and complete Contractor Bid Package.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish the work as described in the Contract Documents for a total price of _____ dollars (\$_____), excluding Change Orders.

5. PAYMENTS. Applications for Payment are to be submitted to:

Krishan Ginige
SEC, Inc.
825 Cove Parkway
Cottonwood, AZ 86326
krishan@sec-landmgt.com

Additionally, a copy of the Application for Payment is to be emailed to: [NACOG Rep], NACOG, email: email@nacog.org.

Upon submission of an Application for Payment, and upon approval by the [GRANTEE / ARCHITECT / ENGINEER] of the completed work, GRANTEE shall pay the CONTRACTOR ninety percent (90%) of the approved estimate of the work performed, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. After fifty percent (50%) completion, the GRANTEE may decrease the retainage to five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as [GRANTEE / ARCHITECT / ENGINEER] determines are appropriate to cover claims requiring a greater sum to be retained. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Application for Payment, provided said Application for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within ___ consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within ___ consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

7. INSURANCE. Certificate(s) of Insurance naming the GRANTEE and NACOG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

a.	Worker's Compensation	statutory
b.	Protective Bodily Injury	\$2,000,000 each occurrence and annual aggregate
c.	Personal Property	\$2,000,000 each occurrence and annual aggregate
d.	Automobile Bodily Injury and Property Damage	\$2,000,000 each occurrence and annual aggregate

8. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent GRANTEE(s) of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent GRANTEE(s) shall have notified

the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

9. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 6 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of one hundred dollars (\$100) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

10. TERMINATION. The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

11. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

12. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

13. LABOR STANDARD AND MISCELLANEOUS REQUIREMENTS. This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The following information, required by or included in the Bid Package for this project, is a part of this contract:

- a. Wage Rate Determination # _____ Mod # _____
- b. HUD 4010.
- c. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- d. Signed Certifications.
- e. Contractor's License # ROC _____ Expiration Date _____
- f. Certificate of Insurance.
- g. Bid, Payment and Performance Bonds.

IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed by the GRANTEE Manager and attested to by the GRANTEE Clerk and to be executed on the day and year indicated below. The CONTRACTOR has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

CONTRACTOR:

Signature of Contractor Representative

Date

Name / Title of Contractor Representative

TOWN OF JEROME:

Mayor

Date

Attest:

Town of Jerome Clerk

Approved as to Form:

Town of Jerome Attorney

PART II. General Conditions

1. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent of the GRANTEE.

2. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

3. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

4. AMERICANS WITH DISABILITIES ACT (ADA). CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA).

5. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

8. DRUG FREE WORKPLACE. The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

11. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the GRANTEE and its agency members, NACOG, the ENGINEER and the Arizona Department of Housing from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

12. SANCTION, PENALTIES AND DEBARMENT. A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages, and/or debarment of the CONTRACTOR.

13. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

14. ACCESS TO INFORMATION. It is agreed that all information, data reports, records and plans as existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the GRANTEE and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

15. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the GRANTEE upon being so attached or affixed and accepted.

17. IMMIGRATION COMPLIANCE WARRANTY. As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

18. SUDAN/IRAN CLAUSE. The CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

19. “SECTION 3” COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

- 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 the 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 applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to 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.

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 and opportunities for training and employment shall be given to Indians, and (ii) 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).

20. MISCELLANEOUS PROVISIONS.

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

FEDERAL REQUIREMENTS AND FORMS

- **HUD 4010 – Federal Labor Standards Provisions**
- **Wage Rate Decision: AZ20250061 MOD 4, 9/12/2025**
- **LS2 – Contractor's Certification**
- **LS3 – Subcontractor's Certification**
- **LS4 – Payroll**
- **LS5 – Statement of Compliance**
- **Section 3 documents**
- **Certifications and Signature Form**

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 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 Part 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 therefore 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, DC. 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)(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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (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 maintained under 29 CFR Part 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 paragraph A.3.(ii)(b) of this section.

(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 paragraph A.3. (i) of this section 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 Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, 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 29 CFR Part 5.5.

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 1010, 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, offers 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. 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 he or she is employed on such work in excess of forty 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 forty 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 therefore 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 eight hours or in excess of the standard workweek of forty 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

(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 (formerly part 1518) 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).

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

(4010.doc)

"General Decision Number: AZ20250061 09/12/2025

Superseded General Decision Number: AZ20240061

State: Arizona

Construction Type: Heavy

County: Yavapai County in Arizona.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	<input type="checkbox"/> Executive Order 14026 generally applies to the contract. <input type="checkbox"/> The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	<input type="checkbox"/> Executive Order 13658 generally applies to the contract. <input type="checkbox"/> The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	06/06/2025
3	06/20/2025
4	09/12/2025

ELEC0570-014 06/01/2025

	Rates	Fringes
Electrician.....	\$ 33.00	21.33%+6.00

* ELEC0769-001 08/04/2025

	Rates	Fringes
Electrician: Lineperson.....	\$ 62.08	21.5%+9.14

* ELEC0769-003 08/04/2025

	Rates	Fringes
Electrician: Groundperson.....	\$ 36.00	21.5%+9.14

* ELEC0769-004 08/04/2025

	Rates	Fringes
Electrician: Line Equipment		
Operator.....	\$ 46.56	21.5%+9.14

ENGI0012-035 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Oiler.....	\$ 32.29	18.12

ENGI0012-037 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Field Equipment		
Serviceperson.....	\$ 35.56	18.12

ENGI0012-042 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Crane/Derrick.....\$ 36.64 18.12

ENGI0012-043 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Mechanic.....\$ 37.67 18.12

ENGI0012-044 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Bobcat/Skid Steer/Skid
Loader.....\$ 32.29 18.12

ENGI0012-045 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/Backhoe & Loader
Combo/Track Backhoe.....\$ 35.56 18.12

ENGI0012-046 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Bulldozer.....\$ 35.56 18.12

ENGI0012-047 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Compactor/Roller.....\$ 35.56 18.12

ENGI0012-048 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Drill Rig/Auger.....\$ 35.56 18.12

ENGI0012-049 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Loader/Front End Loader.....\$ 35.56 18.12

ENGI0012-054 12/01/2024

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Trencher.....	\$ 35.56	18.12
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ENGI0012-055 12/01/2024

Rates	Fringes
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TRUCK DRIVER

Hydrovac.....	\$ 35.56	18.12
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ENGI0012-058 12/01/2024

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Excavator/Trackhoe.....	\$ 36.64	18.12
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ENGI0012-059 12/01/2024

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Grade Checker.....	\$ 36.64	18.12
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ENGI0012-061 12/01/2024

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Motor Grader/Blade.....	\$ 36.64	18.12
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LABO1184-013 06/01/2025

Rates	Fringes
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Laborer: Jackhammer.....

\$ 29.05	9.26
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LABO1184-014 06/01/2025

Rates	Fringes
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Laborer: Pipelayer.....

\$ 29.91	9.26
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LABO1184-015 06/01/2025

Rates	Fringes
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Power Equipment Operator:

Forklift.....	\$ 30.88	9.26
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LABO1184-016 06/01/2025

Rates Fringes

Power Equipment Operator:

Horizontal Directional

Drill.....\$ 31.98

9.26

LABO1184-022 06/01/2025

Rates Fringes

Laborer: Asphalt, Includes

Raker, Shoveler, Spreader and

Distributor.....\$ 29.05

9.26

LABO1184-028 06/01/2025

Rates Fringes

LABORER: Grade Setter.....\$ 29.91

9.26

LABO1184-034 06/01/2025

Rates Fringes

Truck Driver:

Concrete.....\$ 30.88

9.26

LABO1184-035 06/01/2025

Rates Fringes

Truck Driver:

Dump.....\$ 30.88

9.26

LABO1184-036 06/01/2025

Rates Fringes

Truck Driver:

Water.....\$ 30.88

9.26

LABO1184-042 06/01/2025

Rates Fringes

Traffic Control.....\$ 27.41

9.26

LABO1184-050 06/01/2025

Rates Fringes

Carpenter: Formwork Concrete.....\$ 31.98 9.26

* UAVG-AZ-0005 01/01/2025

	Rates	Fringes
Laborer: Mason Tender.....	\$ 27.79	8.87

SUAZ2023-011 11/19/2024

	Rates	Fringes
Laborer: General.....	\$ 24.02	3.86
Power Equipment Operator:		
Scraper.....	\$ 32.41	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"



Arizona
Department
of Housing

FORM LS-2
CONTRACTORS CERTIFICATION CONCERNING LABOR
STANDARDS AND PREVAILING WAGES

Recipient: TOWN OF JEROME

Contract No: 122-25

Activity Name: DECEPTION LN. WATER LINE IMPROVEMENTS

- 1. I, the undersigned, am submitting a bid to (name of recipient): Town of Jerome for the construction of the (name of project): Deception Lane Water Line Improvements, and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.**
 - a. Labor Standards Provisions (HUD 4010);
 - b. Wage Decision # AZ20250061 Modification # 4 Bid Open Date: 1/29/26; and that
 - c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and lower tier sub-contractors, is my responsibility.
- 2. I hereby certify that:**
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- 4. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.**

4. Further, I certify that:

a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	SAM.gov UEI#	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

*See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- a sole proprietorship;
- a partnership;
- a corporation organized in the State of _____; or
- another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME

TITLE

ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
_____	_____	_____

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor: _____
- b. Signature (in ink): _____
- c. Typed or Printed Name: _____
- d. Title: _____
- e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."



Arizona
Department
of Housing

FORM LS-3
SUB-CONTRACTORS CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGES

Recipient: TOWN OF JEROME

Contract No: 122-25

Activity Name: DECEPTION LN. WATER LINE IMPROVEMENTS

1. I, the undersigned, having submitted a bid or having executed a contract with:

(name of contractor or sub-contractor): _____

for (name of project): Deception Lane Water Line Improvements

for (nature of work): _____

in the amount of \$ _____ **certify that:**

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
- b. Wage Decision # AZ20250061; Modification # 4 are included in the aforementioned contract or bid.

2. I hereby certify that:

- a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

- a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	SAM.gov UEI#	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

* See Demographic and Trade Code table below for information

LS-3 (REV. 11/2019)

Demographic and Trade Codes	
<i>Race</i>	<i>Type of Trade Code</i>
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- a sole proprietorship;
- a partnership;
- a corporation organized in the State of _____; or
- another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME

TITLE

ADDRESS

1

1

— 1 —

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME

ADDRESS

NATURE OF INTEREST

1

1

1

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME

ADDRESS

TRADE CLASSIFICATION

1

—

— 1 —

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor: _____
- b. Signature (in ink): _____
- c. Typed or Printed Name: _____
- d. Title: _____
- e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

 SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM PRIME CONTRACTOR SUBCONTRACTOR

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																																																																																																																			
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																																																																																																																			
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)																																																																																																							
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(I) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	<div style="display: flex; align-items: center; justify-content: space-between;"> <div style="flex: 1;"> <div style="display: flex; align-items: center;"> ST = STRAIGHT TIME OT = OVERTIME </div> <table border="1" style="border-collapse: collapse; text-align: center; width: 100px;"> <tr><td colspan="2" style="border-bottom: 1px solid black;">(TOP) DAYS OF WORK WEEK</td></tr> <tr><td colspan="2" style="border-bottom: 1px solid black;">(BOTTOM) DATES</td></tr> <tr><td> </td><td> </td></tr> </table> <div style="margin-top: 10px;"> HOURS WORKED EACH DAY </div> </div> </div>	(TOP) DAYS OF WORK WEEK		(BOTTOM) DATES												<div style="display: flex; align-items: center; justify-content: space-between;"> ST OT ST OT ST OT ST OT ST OT ST OT </div>	<div style="display: flex; align-items: center; justify-content: space-between;"> ST OT ST OT ST OT ST OT ST OT ST OT </div>	<div style="display: flex; align-items: center; justify-content: space-between;"> ST OT ST OT ST OT ST OT ST OT ST OT </div>	<div style="display: flex; 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								(TOP) DAYS OF WORK WEEK																																																																																																																	
								(BOTTOM) DATES																																																																																																																	

PROJECT NAME		PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME					
PROJECT LOCATION				WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE					
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:											
<input type="checkbox"/> The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.											
<input type="checkbox"/> All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.											
<input type="checkbox"/> The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.											
<input type="checkbox"/> Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.											
APPRENTICESHIP PROGRAM NAME					REGISTERED		NAME OF LABOR CLASSIFICATION				
					<input type="checkbox"/> OA	<input type="checkbox"/> SAA					
					<input type="checkbox"/> OA	<input type="checkbox"/> SAA					
					<input type="checkbox"/> OA	<input type="checkbox"/> SAA					
<input type="checkbox"/> Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.											
HOURLY CREDIT FOR FRINGE BENEFITS											
<i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i>											
NAME OF WORKER	FB NAME	FB NAME	FB NAME	FB NAME	FB NAME	FB NAME	FB NAME	FB NAME	FB NAME	TOTAL HOURLY CREDIT	
	FB TYPE	FB TYPE	FB TYPE	FB TYPE	FB TYPE	FB TYPE	FB TYPE	FB TYPE	FB TYPE		
	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.	PLAN NO.		
	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded	<input type="checkbox"/> Unfunded	<input type="checkbox"/> Funded		<input type="checkbox"/> Unfunded
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit		\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit		\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit		\$
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Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$		
<input type="checkbox"/> All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.											
ADDITIONAL REMARKS											
SIGNATURE OF CERTIFYING OFFICIAL					DATE	TELEPHONE NUMBER		EMAIL ADDRESS			
						(____) _____					
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.											

SECTION 3 FORMS

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY (HUD) FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

NACOG will monitor compliance with such provisions and standards on behalf of the Town of Jerome. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the forms is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please call *Rich Ormond at (928) 445-0211*.

S3B-1 (Section 3 Assurances) – Prime contractor

S3B-2 (Permanent & Project Workforce Breakdown) for prime contractor and all subcontractors.

S3B-3 (Section 3 Business Self-Certification) – If the contractor/subcontractor qualifies as a Section 3 Business. Otherwise: not applicable.

AN SC3 FORM IS NEEDED IF EMPLOYEE IS LOW-INCOME OR LIVES WITHIN 1 MILE OF THE PROJECT (GENERALLY EITHER AN S3C-1A or S3C-1B)

S3C-1A Section 3 Worker Self-Certification Form - filled out by worker if low-income (<80% AMI)

S3C-1B Section 3 Worker Employer Certification Form – filled out by employer if employee is low-income now or at time of hire (if within 5 years)

S3C-1C Targeted Section 3 Worker Self-Certification Form – if YouthBuild participant

S3C-1D Targeted Section 3 Worker Employer Certification Form – if employee lives within 1 mile of the project or employer is a Section 3 business

S3P ONLY NEEDED IF HIRING EMPLOYEES FOR THIS PROJECT

S3P-1 Section 3 Notice – Employment and Training Positions Available (Form)

S3P-2 Sample Employment Survey (Form)

S3R-1C (Section 3 Contractor Report Form) for each week's payroll (includes subcontractors).

Section 3 Assurances (Form S3B-1)

Name of Official Representative	
Business/Contractor Name	
Project Name or Bid Number	

I, the undersigned, as official representative of the above-named business/contractor hereby certify that:

1. A complete permanent and project workforce breakdown form (S3B-2) has been submitted with this bid for the above-named business/contractor and each subcontractor that is known to be a party to this project.
2. The above-named business will comply with Section 3 requirements, to include recordkeeping and reporting, and will cause any subcontractor to comply with Section 3 requirements, to include recordkeeping and reporting, for the above-named project
3. The above-named business/contractor will make, and cause any subcontractor to make every attempt to hire qualified Section 3 and Targeted Section 3 workers for any unfilled positions.
4. The above-named business/contractor will make every attempt to hire subcontractors that are Section 3 businesses.
5. I understand that failure to comply may result, in whole or in part, in contract cancellation, termination or suspension.

Signature

Date

(Form revised 7.1.2021)

Section 3 Workforce Breakdown



PERMANENT AND PROJECT WORKFORCE BREAKDOWN (FORM S3B-2)

Enter information only in green-shaded cells.

Submit one attachment for the prime contractor and one for each subcontractor.

ATTACHMENT A - PERMANENT AND PROJECT LABOR FORCE

Recipient Name		This information to be provided by recipient
ADOH Contract Number		This information to be provided by recipient
Activity Number		This information to be provided by recipient
Project Name/Bid Number		This information to be provided by recipient
Contractor or Subcontractor Name		This information to be provided by recipient
Section 3 Business		Select yes or no from the dropdown menu. The definition of a Section 3 business is included in Tab 2.

S3B-2 (7/2021)

Section 3 Business Self-Certification Form (S3B-3)

A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name _____
Address _____
City, State, Zip Code _____
Federal ID Number _____
Contact Person _____

✓	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form _____
Title of Person Completing Form _____
Signature _____
Date _____

Section 3 Worker Self-Certification Form (S3C-1A)

A Section 3 Worker seeking preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

✓	
	I have reviewed the HUD income chart for my family size. My income for the previous year is below 80% of the median income for my family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Section 3 Worker Employer Certification Form (S3C-1B)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

✓	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____

Employer Representative Name _____

Signature of Employer Representative _____

Date _____

Targeted Section 3 Worker Self-Certification Form (S3C-1C)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

✓	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Targeted Section 3 Worker Employer Certification Form (S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

✓	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____

Employer Representative Name _____

Signature of Employer Representative _____

Date _____

JOBS! JOBS! JOBS!

Section 3 Notice – Employment and Training Positions Available (Form S3P-1)

Name: [recipient or contractor/sub-contractor]

Project: [describe project]

Project Area: [one-mile radius or larger if fewer than 5,000 people within one mile radius]

To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, [name of recipient, contractor or sub-contractor] hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below. All persons must meet the minimum qualifications of the position to be considered for employment/training.**

1. Resides within the project area [describe]; or
2. Has an income for the previous or annualized calendar year that is below the HUD very- low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

It is the responsibility of the applicant to document his/her status in any of the categories described above.

[Contractor/sub-contractor] will be accepting applications for the following positions on [date] at [location]:

Positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
---------------------	----------------------	--------------------------------------

Training and apprenticeship positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
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For further information, including requests relating to accessibility needs, please contact: [Name]

[Address]

[Phone Number, TTY, E-mail]

[Recipient should consult with the ADOH to determine if this notice should be posted in languages other than English.]

Sample Employment Survey (Form S3P-2)

NOTE: Consult the ADOH to determine if this form should be translated into another language.

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]

Name	
Address	
City, State, Zip Code	
Phone Number	
E-mail Address	

Please indicate any services you would need to enable you to accept employment or participate in job training:

✓	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate office skills that you have:

✓	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	Other:

Please indicate construction skills that you may have or would like training for in the table on the following page.

Job Category	I would like training in this area ✓	Length of Experience			
		0 – 3 Months ✓	4 – 6 months ✓	7 months – 1 year ✓	More than 1 year ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Landscaping					
Sprinklers					
Plants					
Lawns					
Tree Pruning					
Tree Cutting					
Stump Removal					
Drywall					
Tile Flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
勞工					
Cement Mason					

S3R-1C Instructions

Form S3R-1C includes four tabs and instructions for reporting by contractors to recipients/subrecipients and by subcontractors to contractors.

Tab 1 – Complete this Tab First: collects contractor/subcontractor information, the ADOH Contract Number and Activity Name and/or Number, and the beginning and ending dates of the payroll period. This information is carried forward to Tabs 2, 3, and 4. Tab 1 also requires contractors/subcontractors answer three (3) yes or no questions and provides further instructions on completing Tabs 2, 3, and/or 4.

Tab 2 – Labor Hours: must be completed with each payroll when any labor hours are worked by the contractor and/or subcontractor(s). This form collects information regarding each employee working on the project, whether they are a Section 3 or Targeted Section 3 worker, and the total project labor hours worked during the reporting period. Section 3 totals and percentages are automatically calculated.

Tab 3 – Subcontracts: must be completed when one or more subcontracts are awarded by any contractor during the reporting period. This form collects the Subcontractor Name, Federal ID Number, Address, type of contract (trade, service, professional service, or supply), whether the contracted entity is a Section 3 Business, the date of the contract, and the dollar amount of the contract.

Tab 4 – Qualitative Activities: must be completed when one or more employees were hired for the project workforce by a contractor/subcontractor, and/or if one or more subcontracts were awarded during the reporting period. This form allows contractors/subcontractors to select yes or no from a dropdown menu for specified qualitative activities. Contractors/subcontractors may also describe qualitative activities not specified.

Enter information only in green-shaded cells.

Recipient	Information to be provided by Recipient.
ADOH Contract Number	Information to be provided by Recipient.
Activity Name and/or Number	Information to be provided by Recipient.
Contractor or Subcontractor report	Select contractor or subcontractor from dropdown menu.
Contractor Name	Enter the Name of the Contractor or Subcontractor
Section 3 Contractor	Indicate if the named contractor/subcontractor is a Section 3 business by selecting yes or no from the dropdown menu.
Payroll Period Begin Date	Enter the beginning date of the payroll period being reported.
Payroll Period End Date	Enter the ending date of the payroll period being reported.
Alternate Labor Hours Report Format in Use (Yes/No)	Select Yes or No from the dropdown menu
One or more subcontracts were awarded during the payroll period (Yes/No)	If yes, do <i>not</i> complete Tab 2 Labor Hours. If no, complete Tab 2 Labor Hours.
One or more employees were hired for the project workforce during the payroll period (Yes/No)	If yes, complete Tab 3 Subcontracts and Tab 4 Qualitative Activities (lines 18 through 23 as applicable). If yes, complete Tab 4 Qualitative Activities (lines 12 through 15 as applicable).



Enter information only in green-shaded cells.

Contractor Name 0

Reporting Period Begin Date 0

Reporting Period End Date 0

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Businesses

Conducted outreach to identify and secure bids from qualified Section 3 businesses.

Provided technical assistance to Section 3 business to help them understand and bid on contracts.

Divided contracts into smaller jobs to facilitate participation by Section 3 businesses.

Provided bonding assistance, guarantees, or other efforts to support viable bids.

Other (describe)

Other (describe)



Enter information only in green-shaded cells.

Contractor Name 0

Reporting Period Begin Date 0

Reporting Period End Date 0

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

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Provided bonding assistance, guarantees, or other efforts to support viable bids.

Other (describe)

Other (describe)



Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Businesses

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Provided technical assistance to Section 3 business to help them understand and bid on contracts.

Divided contracts into smaller jobs to facilitate participation by Section 3 businesses.

Provided bonding assistance, guarantees, or other efforts to support viable bids.

Other (describe)

Other (describe)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Special Attention of:

All CPD Division Directors

HUD Field Offices

HUD Regional Offices

All CDBG Grantees

All CoC Grantees

All HOME Participating Jurisdictions

All HTF Grantees

All ESG Grantees

All HOPWA Grantees

NOTICE: CPD-25-01

Issued: January 13, 2025

Supersedes: CPD-2023-12

Expires: This Notice remains in effect until

amended, superseded, or rescinded.

Cross Reference:

Sections 70901-52 of Pub. L. No. 117-58

Subject: CPD Implementation Guidance for the Build America, Buy America Act's Buy America Preference.

Overview

This updated Community Planning and Development (CPD) Notice supersedes CPD Notice 2023-12 to provide clarified implementation guidance for the “Buy America Preference” (BAP) imposed by the Build America, Buy America Act (BABA) enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58) signed into law on November 15, 2021. It describes how grantees can use covered CPD program funds for public infrastructure projects to bolster America’s industrial base, protect national security, and support high-paying jobs.

The refreshing of this Notice is intended to provide greater clarity to grantees implementing BABA. Specifically, the Notice clarifies how the BAP applies to public infrastructure for housing projects. Projects with one- to four-units should be classified as private and not subject to BABA. Housing projects with five or more units should be considered as public infrastructure subject to BABA unless another BABA waiver or exemption applies. In addition, the Notice includes a reclassification of HOME-ARP to CPD programs not covered by the BAP, clarification on determining a project scope, BAP

applicability to program income, additional recordkeeping considerations, guidance on using HUD’s online project-specific waiver application website, and new resources to assist with compliance and determining when a project-specific waiver is appropriate.

This Notice also highlights issues that grantees will want to consider when preparing for HUD’s full implementation of the BAP in FY2025, as described in “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 Fed. Reg. 17001, effective March 15, 2023 (“Phased Implementation Waiver”), which establishes BAP implementation points according to a schedule across HUD programs.

More in-depth technical assistance related to both BABA compliance and best practices is available on the HUD Exchange and hud.gov websites. HUD also encourages grantees to contact their assigned local field offices to discuss issues and concerns within the regulatory framework. This Notice uses the term “grantee” generically to also include HOME participating jurisdictions. The guidance provided in this Notice is subject to change if the Office of Management and Budget (OMB) updates guidance on the application of BABA for Federal financial assistance (FFA) programs for infrastructure.

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The Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 7090152 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in public infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

The BAP applies to all spending on public infrastructure projects by Federal agencies, including HUD. In BABA, and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for public infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products generally applies to funding from CPD programs for public infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section IV.

Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, HUD must make a detailed written explanation for the proposed determination to issue the waiver publicly available and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Sections VIII and IX of this Notice.

A. Federal Government-wide Guidance on BABA

As a part of the Federal government's support of domestic production and manufacturing through infrastructure investments, OMB and HUD have taken several steps to implement the BAP by providing guidance and issuing HUD general waivers.

On August 23, 2023, OMB issued final rules for 2 CFR Parts 184 and 200 and provided further guidance on implementing the statutory requirements and improving FFA management and transparency (88 Fed. Reg. 57750, effective October 23, 2023). These government-wide regulations apply to HUD

programs and provide direction on implementing a BAP waiver process. The new and revised regulations also provide additional guidance on construction material standards, the cost components of manufactured products, and their definitions.

On October 25, 2023, OMB issued guidance to all Federal agencies on how to implement BABA consistently across the government. The [“Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure” \(M-24-02\)](#) (OMB Guidance) directs Federal agencies, including HUD, on how to apply the BAP and provides an overview of the BAP waiver requirements. OMB may also issue additional or updated guidance in the future, and HUD will update its guidance as necessary.

B. HUD Actions and Guidance on BABA

BABA is a new and complex statute that became effective in 2022. As such, establishing governmentwide guidance on these new statutory requirements has been an iterative process. Since the passage of BABA, HUD has worked diligently to implement the BAP for all HUD programs. Before the law became effective on May 14, 2022, HUD established a Department-wide BABA leadership committee. On June 1, 2022, HUD issued a Request for Information (RFI) to collect public comments on potential BABA implications for HUD grantees (87 FR 33193). To ease the transition in complying with the BAP, HUD proposed and received several general applicability waivers for covered FFA, which includes CPD programs. These waivers and other BABA information are available on HUD’s website at <https://www.hud.gov/baba>. Further details on these waivers and their application to CPD programs are provided in Section V of this Notice.

CPD has taken several actions to notify and communicate with stakeholders and grantees on BABA requirements and their impact on CPD programs. Since Fiscal Year (FY) 2022, all grant transmittal letters and notices of funding opportunities (NOFOs) have included a reference to the BAP under BABA. For the FY2023 and FY2024 funding allocations, all CPD grant agreements with covered FFA included a clause to require that the grantee must comply with BABA, as applicable, which will remain in place for future allocations. Throughout 2023 and 2024, CPD has held BABA information sessions for CPD grantees and operates a dedicated email box at CPDBABA@hud.gov to answer questions from individual grantees and stakeholders. In October 2023, CPD established a HUD Exchange page (hudexchange.info/programs/baba/) as a central resource for grantees. CPD has developed technical assistance products, including quick guides, webinars, and frequently asked questions (FAQs), that are available to CPD grantees on this site.

Definitions

CPD has aligned its definitions regarding policy interpretations of BABA with regulations at 2 CFR part 184 and Appendix 1 of OMB guidance M-24-02 as stated below.

1. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58).

2. Buy America Preference is defined in 2 CFR § 184.3 and means the “domestic content procurement preference” set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
3. Categorization of Articles. The term “categorization of articles” refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:
 - i. Iron or steel products;
 - ii. Manufactured products;
 - iii. Construction materials; or
 - iv. Section 70917(c) materials.

Each article, material, or supply should be classified in only one of the categories listed above. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

4. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.
5. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.
 - (1) The listed items are:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - iii. Glass (including optic glass);
 - iv. Fiber optic cable (including drop cable);
 - v. Optical fiber;
 - vi. Lumber;
 - vii. Engineered wood, and
 - viii. Drywall.
 - (2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.
6. Covered Materials includes the following when used in connection with an Infrastructure Project:
 - (A) all iron and steel;
 - (B) all Manufactured Products; and (C) all Construction Materials.

7. **Covered CPD Programs**. The term “covered CPD programs” means any Federal financial assistance administered by CPD that is used for public infrastructure projects, excepting expenditures related to pre and post disaster or emergency response.
8. **Grantee**. The term “grantee,” as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
9. **Federal Financial Assistance (FFA)** has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a NonFederal Entity for an Infrastructure Project, except that it does not include:
 - (A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or
 - (B) pre and post disaster or emergency response expenditures.
10. **Infrastructure** as described in 2 CFR 184.4(c), encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).
11. **Infrastructure Project** The term “infrastructure project” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of public infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also 2 CFR 184.4(c) and (d).
12. **Iron and Steel Products** The term “iron and steel products” is defined in 2 CFR 184.3 and means articles, materials, or supplies that consists wholly or predominantly of iron or steel, or a combination of both.
13. **Predominantly of iron or steel or a combination of both** is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

14. **Made in America Office**. The term “Made in America Office” or “MIAO” means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with implementing the BAP and establishing the procedures to review waiver requests.

15. **Manufactured Products** is defined in 2 CFR 184.3 and means:

- (1) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

16. **Manufacturer** is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.

17. **Non-Federal Entity** means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient., as provided in 2 CFR 200.1.

18. **Not Listed Construction Materials** The term “not listed construction materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
- ii. glass (including optic glass); and
- iii. drywall.

19. **Obligate** means an action taken by HUD that creates a legal liability of the government for the payment of goods and services ordered or received or that administratively recognizes a legal duty on the part of the Agency that could mature into a legal liability by virtue of actions outside of HUD’s control. The milestone in the federal assistance award process that establishes the obligation date varies for each program, but for many CPD programs the obligation date occurs upon HUD’s execution of the grant agreement.

20. **OMB Guidance** . The term “OMB guidance” refers to 2 CFR Part 184, the "[Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#)" (M-24-02), issued October 25, 2023, by the Office of

Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA's Buy America Preference.

21. Pre and Post Disaster or Emergency Response Expenditures. The term “pre and post disaster or emergency response expenditures” means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

22. Produced in the United States is defined in 2 CFR 184.3 and means:

- i. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. In the case of manufactured products:
 1. The product was manufactured in the United States; and
 2. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.
- iii. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

23. Section 70917(c) Materials. The term “section 70917(c) materials” is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Federal Register Notice implementing new BABA regulations at 2 CFR 184 (88 FR 57787) clarifies that all categorizations of Covered Materials should be made based on the status of the material when it arrives at the work site. Section 70917(c) materials that are used at the work site, such as wet concrete or hot asphalt, are not subject to the BAP. However, Section 70917(c) materials may be components of manufactured products if, for example, they are used to produce precast concrete products before being transported to the work site.

24. Specifically listed construction materials. The term “specifically listed construction materials” for HUD programs includes:

- a. non-ferrous metals;
- b. lumber;

- c. composite building materials; and
- d. plastic and polymer-based pipe and tube.

Applicability of the BAP to CPD Programs and Projects

The BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered CPD Programs when funds are used for the construction, alteration, maintenance, or repair of public infrastructure, as defined by BABA. This list of Covered CPD Programs is subject to change if there are any changes to the eligible uses of funds or the establishment of new programs that fund public infrastructure projects and are covered by BABA. Covered CPD Programs currently include:

- Community Development Block Grant Formula Programs (CDBG)
- Section 108 Loan Guarantee
- HOME Investment Partnerships Program (HOME)
- Housing Trust Fund (HTF)
- Recovery Housing Program (RHP)
- Emergency Solutions Grants (ESG)
- Continuum of Care (CoC)
- Housing Opportunities for Persons With AIDS (HOPWA)
- Self-Help Homeownership Opportunity Program (SHOP)
- Special NOFA for unsheltered and rural homeless
- Veterans Housing Rehabilitation and Modification Program (VHRMP)
- Community Project Funding (CPF)/Economic Development Initiatives (EDI)
- Section 4 Capacity Building
- Rural Capacity Building
- Pathways to Removing Obstacles to Housing (PRO Housing)
- Preservation and Reinvestment Initiative for Community Enhancement (PRICE)
- Continuum of Care Builds Notice of Funding Opportunity (CoCBuilds NOFO)

BABA applies to any project that involves the construction, alteration, maintenance, or repair of public infrastructure, regardless of whether infrastructure is the primary purpose of the project. Since the term “infrastructure” includes the structures, facilities, and equipment for “buildings and real property”, the BAP generally applies to Covered CPD Program funds provided for housing projects. OMB acknowledged at 2 CFR 184.4(d) that some projects may be “private” in nature and are not considered public infrastructure subject to BABA. An example OMB provided in M-24-02 is a project consisting solely of the purchase, construction, or improvement of a private single-family home for personal use.

Through this notice, CPD provides further clarification on when grantees should apply BABA’s requirements to housing projects as described in M-24-02.

1. Housing projects with one to four units are considered “private,” consistent with HUD’s definition of single-family housing. Housing projects with one to four units, including onsite utilities and related activities are therefore not considered public infrastructure and are not subject to the BAP.
2. Housing projects with five or more units are considered public infrastructure. Housing projects with five or more units are therefore subject to the BAP unless another BABA waiver or exemption applies.

Covered Materials incorporated into the public infrastructure project are subject to the BAP, regardless of the specific project costs for which Covered CPD Program funds are expended. To determine the scope of an individual public infrastructure project for BABA purposes, grantees should use the definition of a project as determined by the Covered CPD Program in question. For example, 24 CFR 92.2 defines a HOME project as “a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking under this part. The project includes all the activities associated with the site and building.”¹

Where no program-specific definition of a project exists, grantees should use the definition of a “project” at 24 CFR 58 to assist with determining project scope: “an activity or group of integrally related activities designed by the recipient to accomplish, in whole or in part, a specific objective.” Grantees cannot split an infrastructure project to avoid application of the BAP to the project, such as by dividing procurements, subgrants, cooperative agreements, etc., into separate and smaller awards or contracts, particularly where the procurements, subgrants, cooperative agreements, etc., are integrally and proximately related to the whole.

CPD Programs and Funding Not Covered by the BAP

The BAP does not apply to Federal funds for “pre and post disaster or emergency response.” The following list of CPD funds are administered for disaster or emergency-related purposes and therefore the BAP does not apply to them.

- Community Development Block Grant – Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant – Mitigation (CDBG-MIT)
- Community Development Block Grant – National Disaster Resilience Competition (CDBGNDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)
- Emergency Solutions Grants CARES Act (ESG-CV)
- Rapid Unsheltered Survivor Housing (RUSH)

In addition to the funding sources listed above, the BAP does not apply to projects funded solely with program income generated through any Covered CPD Program. Program income is not considered FFA.

BABA does not apply to projects that do not include any construction, alteration, maintenance, or repair of public infrastructure. Equipment, tools, and supplies that are brought to a construction site and removed upon completion of the project or furnishings used within the finished project that are not permanently affixed to the public infrastructure project are not covered by the BAP.

HUD's General Waivers Applicable to Covered CPD Programs

¹ See also 24 CFR 93.2 for HTF, 24 CFR 578.3 for CoC, etc.

BABA requirements may be waived by HUD and OMB when applying the BAP would be inconsistent with the public interest, when Covered Materials are not reasonably available in sufficient quantities or quality, or if the inclusion of Covered Materials produced in the United States will increase the overall project by more than 25 percent. The term “general applicability waiver” refers to waivers that have broad applicability across multiple HUD programs. The general applicability waivers for HUD FFA that are currently in effect for all Covered CPD Programs as of publication of this Notice are listed below.

General public interest waivers may be applied to all or a portion of a project without prior approval from HUD when a project meets the conditions established by the waiver. Grantees should maintain documentation demonstrating that the project meets the conditions of each general waiver applied to the project. HUD is responsible for processing and reviewing all waivers, which may only apply prospectively to future expenditures incurred after the effective date of the final waiver. The table below is current as of the publication of this Notice. Details of all proposed and approved waivers can be found at HUD’s website at <https://www.hud.gov/baba>.

General Waiver Type	Purpose	Effective Dates
Public Interest Phased Implementation	HUD issued a public interest waiver, <u>“Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance”</u> to allow for orderly implementation of the BAP across HUD programs. The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The public interest waiver was issued in March 2023 and established a phased implementation schedule for the application of the BAP to HUD programs through FY2025. The BAP has been in effect since November 15, 2022, for the use of iron and steel for infrastructure projects funded with newly obligated FFA through the CDBG program.
Exigent Circumstances	HUD issued a public interest waiver for exigent circumstances, “ <u>Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance</u> ”. This waiver applies when there is an urgent need by a CPD grantee to immediately	The public interest waiver for exigent circumstances is effective from November 23, 2022, until November 23, 2027, or such shorter time as HUD may announce via Notice.
General Waiver Type	Purpose	Effective Dates

	complete an infrastructure project because of a threat to life, safety, or property of residents and the community.	
<i>De Minimis and Small Grants</i>	<p>HUD issued a public interest titled “<u>Public Interest De Minimis and Small Grants Waiver of Build America, Buy America Provisions as Applied to Certain Recipients of HUD Federal Financial Assistance</u>”. This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than the simplified acquisition threshold at 2 CFR 200.1, which is currently \$250,000.</p> <p>This Notice also waives the application of the BAP for a <i>de minimis</i> portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.</p>	The public interest <i>de minimis</i> , and small grants waiver is effective from November 23, 2022, until on November 23, 2027, or such shorter time as HUD may announce via Notice.
Tribal Recipients Waiver	HUD issued a public interest waiver, “ <u>Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance</u> ” for the BAP as it applies to Tribal recipients.	The waiver of the BAP as it applies to Tribal recipients was effective for FFA obligated by HUD from May 23, 2023, until September 30, 2024.

Pacific Island Territory Waiver	HUD issued a “ <u>Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Pacific Island Territory Recipients of HUD Federal Financial Assistance: Final Notice</u> ” which waives the BAP for any FFA used for infrastructure projects in the Commonwealth of the Northern Mariana Islands, Guam, and American Samoa.	The waiver is effective from November 15, 2023, until February 15, 2025.
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Understanding HUD’s Public Interest Phased Implementation General Waiver

Under Section 70914(a), the BAP was required to be in effect for all FFA for public infrastructure projects no later than 180 days after it was signed into law. Thus, starting May 14, 2022, all new awards of covered FFA for infrastructure projects obligated by HUD would have been required to comply with the BAP. Due to the short implementation period of 180 days, and to allow for the domestic industry and FFA recipients to have the time and notice necessary to implement BABA efficiently and effectively, HUD issued a Phased Implementation Waiver. This waiver enabled HUD to implement the BAP in an incremental process, resulting in full compliance with the BAP for all HUD obligations in FY 2025.

Covered CPD Programs began applying the BAP to public infrastructure projects beginning with CDBG funds obligated by HUD on and after November 15, 2022. The table below outlines the timeline for applicability of the BAP to each classification of Covered Materials incorporated into public infrastructure projects undertaken with Covered CPD Program funds. The columns identify categories of Covered Materials subject to the BAP and the rows identify covered HUD FFA, some of which are Covered CPD Programs and some of which are FFA from other HUD offices that may contribute funding to CPD-funded projects. Note that HUD’s Phased Implementation Waiver divides the statutorily defined category of construction materials into two separate buckets for purposes of applying the BAP. See definitions of specifically listed and not listed construction materials in Section II.

To use the table, find the program(s) that funds the project under consideration, then identify which Covered Materials will be used in the project. The cell in the table where the applicable row and column intersect indicates the date on which the BAP will begin applying to each classification of Covered Materials used in the project. It is important to note that the date of obligation is typically the date on which HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of FFA, commonly the date the grant agreement is signed by HUD. The date on which the grantee commits funds to a project or awards funds to a subrecipient does not impact applicability of the BAP.

For example, a grantee uses FY24 CDBG funding to build a new senior center and the HUD grant agreement was signed by the CPD Director on September 15, 2024. The grantee would use the phased implementation table to determine that:

- Since the funds were from FY24 appropriations and HUD executed the grant agreement after November 15, 2022, the BAP applies to all iron or steel materials and any specifically listed construction materials incorporated into the public infrastructure project; and
- Any not listed construction materials and manufactured products incorporated into the project are not subject to the BAP.
- However, if the grantee were to add funds from an FY25 CDBG grant in the future, then the BAP would apply to all Covered Materials used in the public infrastructure project.

A public infrastructure project may use funding from multiple Covered CPD Programs that impose the BAP to Covered Materials at different points in time. In that case, the procurement of Covered Materials for the project must comply with the program that applies the BAP most broadly.

For example, a public infrastructure project uses FY23 CDBG funding and FY24 HOME funding in the construction of a new multifamily housing development with 12 total units. HUD executed the CDBG grant agreement on September 15, 2023, and HUD executed the HOME grant agreement on September 12, 2024. The phased implementation table is used to determine that:

- HUD executed the CDBG grant agreement after November 15, 2022, but prior to FY24 appropriations. The BAP would apply to iron and steel products incorporated in the public infrastructure project.
- HUD executed the HOME grant agreement after August 23, 2024. The BAP would apply to iron and steel products, construction materials, and manufactured products (all Covered Materials) incorporated into the public infrastructure project.
- In this case, the HOME requirements are broader. Therefore, the procurement of all iron and steel products, construction materials, and manufactured products incorporated in the public infrastructure project must comply with the BAP.

Grantees who are considering adding Covered CPD Program funds for construction, maintenance, alteration, or repair of an infrastructure project that was not previously subject to BABA should contact their local CPD Field Office for technical assistance.

BAP will apply to...	Iron and Steel	Construction Materials – Specifically Listed	Construction Materials – Not Listed	Manufactured Products
CDBG Formula Grants	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from Fiscal Year 2024 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations
Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants	New FFA obligated by HUD on or after February 22, 2023	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
Recovery Housing Program (RHP) Grants	New FFA obligated by HUD on or after August 23, 2023	As of the date HUD obligates new FFA from Fiscal Year 2024 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations
All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	New FFA obligated by HUD on or after February 22, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024

Applying the BAP and HUD General Waivers to Covered CPD Programs

Grantees should assess each project undertaken with Covered CPD Program funds to determine which Covered Materials incorporated into the project are subject to the BAP based on the effective dates in the Phased Implementation Waiver described above. This section describes the process grantees should follow to determine whether a project is subject to the BAP and if the project may be exempted in whole or in part by one of HUD's general waivers.

As a part of its record-keeping, a CPD grantee should document its process to analyze if the BAP applies to a public infrastructure project using the approach described below. An optional "Buy America Preference Applicability Checklist" is included in Appendix 2 of this Notice. Grantees may choose to use or adapt the tool to serve as a record of the analysis completed for each project.

Step 1: Type of project/activity

Determine if the project is a public infrastructure project as defined in Sections II and III of this Notice. If the project is a public infrastructure project, the analysis continues to step 2.

Step 2: Funding sources

Identify the source(s) of the project funding, including Covered CPD Programs, other HUD funds, or other Federal agency funding. If the project includes funding from a Covered CPD Program listed in this Notice, the analysis continues to Step 3.

Step 3: Covered Materials

Identify and classify all the materials that will be incorporated into the project. Each material should be classified into only one category: iron and steel, specifically listed construction materials, not listed construction materials, or manufactured products. It is important to classify all Covered Materials used in the project to accurately determine BAP applicability because the BAP may only apply to some Covered Materials used in the project under the Phased Implementation Waiver.

The classification must be made based on the material's status at the time it is brought to the location for incorporation into a public infrastructure project. If the project contains any Covered Materials, continue to Step 4.

Step 4: Date of obligation

Use the phased implementation table provided in Section VI of this Notice to determine when the BAP applies to each classification of Covered Materials, based on the obligation date for the Covered CPD Program funds. If the project uses any Covered CPD Program funds subject to the BAP based on the HUD obligation date, identify which Covered Materials must be produced in the United States. The obligation date is generally the date that HUD makes a legal commitment for Covered CPD Program funds to the grantee. The date on which a grantee commits funds to a specific project does not impact the applicability of the BAP.

The obligation date is typically when HUD executes the grant agreement, but this may vary by program. For example, the obligation date for CDBG funds can be found in the CDBG grant agreement. Refer to Appendix 1 or contact your local CPD Field Office for assistance regarding the obligation date. If the project needs a waiver of the BAP for any Covered Materials, continue the analysis to Step 5.

Step 5: General waivers

Analyze each available HUD general waiver, based upon the specific requirements of that waiver. Public infrastructure projects that meet the conditions of a general waiver may be exempt in whole or in part from the BAP. Most HUD general waivers provide exemptions for an entire public infrastructure project that meets the waiver's conditions. Grantees that apply a general waiver to an entire project should maintain documentation in their project records.

The *De Minimis and Small Grants Waiver* is uniquely useful for public infrastructure projects that are not covered in their entirety by the other general waivers. The *De Minimis and Small Grants Waiver* offers flexibility to incorporate Covered Materials of foreign or unknown origin up to 5% of the total cost of Covered Materials used in the project or \$1 million, whichever is less. The total cost of Covered Materials includes all classifications of materials, regardless of whether they are subject to the BAP based on HUD's Phased Implementation Waiver. This waiver advances compliance with the BAP by reducing the administrative burden to grantees where the costs of compliance with the BAP could distract from the focus on higher value BAP-compliant items. When using the *De Minimis* waiver, the grantee should document which Covered Materials the waiver was applied to in the project records.

For example, if the total cost of Covered Materials in a project is \$100,000, then the grantee should calculate 5% of that total, which equals \$5,000. The grantee may use the *De Minimis* waiver to use Covered Materials from foreign or unknown sources up to \$5,000. This flexibility can be used towards a specific high-value item or multiple items with lesser values, up to a total of \$5,000.

Grantees should calculate this limit for all public infrastructure projects and maximize this flexibility before seeking project-/product-specific waivers. For projects where general waivers do not provide relief for Covered Materials that cannot be procured from domestic sources, a project-/product-specific waiver may be appropriate. Continue the analysis in Step 6.

Step 6: Project-/Product-Specific Waivers

If the BAP applies to a project and all general waiver flexibilities have been utilized, but there are remaining Covered Materials that can only be sourced from foreign or unknown sources, then a grantee may apply for a project-/product-specific waiver. Prior to submitting a project-/product-specific waiver, the grantee must conduct market research to demonstrate its efforts to procure domestic products. One optional resource for conducting market research is the National Institute of Standards and Technology Manufacturing Extension Partnership (NIST MEP) center in the grantee's state. Grantees are encouraged to collaborate with relevant members of the project team to identify Covered Materials that cannot be obtained from domestic sources as early as possible in the project life cycle. [NIST MEP's free supplier scouting resources](#) can attempt to identify a

domestic manufacturer that can supply the necessary materials or conduct the necessary market research to support the need for a project-/productspecific waiver.

As a part of its record-keeping, a grantee should document its process to analyze how the BAP applies to a public infrastructure project using the approach described in this section and in Appendix 2. Grantees may also consult their local CPD Field Office for assistance in confirming the analysis completed for a specific project before applying for a project-/product-specific waiver.

Federal Government-wide Guidance on Project-/Product-Specific Waivers

Once a grantee has completed the analysis described in Section VII and determined that a project-/product-specific waiver is required, the grantee should consider which type of project/product-specific waiver is appropriate, as described below.

The three types of project-/product-specific waivers for which a grantee may apply are described below.

1. A **nonavailability waiver** may be requested if the types of iron, steel, manufactured products, or construction materials required for the project are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality
2. An **unreasonable cost waiver** may be requested when the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
3. A **public interest waiver** may be requested if the use of American made products would be inconsistent with the public interest. Grantees should explain how waiving the BABA requirement for this project or covered material will serve the public interest and demonstrate definite impacts on the community if specific items, products, or materials are not utilized in an infrastructure project to support this waiver type.

A. Waivers for Infrastructure Projects Funded by Multiple Federal Agencies

If a waiver is required for a public infrastructure project funded by multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project may be considered the Cognizant Agency for Made in America (“Cognizant Agency”) and may take responsibility for coordinating with the other Federal awarding agencies. Each Federal agency waiving the BAP must make its own waiver determination. A Cognizant Agency cannot independently issue a waiver that applies to other agencies. Grantees that fund public infrastructure projects with other Federal agencies should contact the local CPD office as early as possible to coordinate review with other Federal agencies in the event a project-/product-specific waiver is needed.

OMB guidance outlined the waiver review process for agencies to follow before issuing a waiver. Based on this guidance, HUD has developed a Department-wide project-/productspecific waiver submission process, described in Section IX.

Applying for a HUD Specific Waiver

This section describes the process a grantee should follow to request a project-/productspecific waiver. Only the direct HUD recipient should submit a waiver request. Subrecipients and/or subcontractors may not submit a waiver request. The direct recipient should work with project partners to obtain necessary information. Project-/product-specific waivers cannot be approved retroactively for items that have already been purchased or incorporated into a project, so grantees should determine if a project-/product-specific waiver is needed as early as possible in the planning process.

1. Complete the BAP analysis described in Section VII of this Notice to confirm that the project is subject to the BAP and that the grantee has maximized the flexibility provided by HUD general waivers. Grantees may use the optional recordkeeping tool in Appendix 2 and contact the local CPD Field Office if technical assistance is needed.
 - a) This step should always include calculating the *De Minimis* limit allowed by HUD's *De Minimis* waiver and applying that flexibility to the products used in the project that cannot be procured from domestic manufacturers, as described in Section VII, Step 5.
2. Complete the necessary market research to support the need for a waiver. Market research may be completed by the grantee or the subrecipient/contractor who has been awarded funds and is purchasing the materials that will be incorporated into the infrastructure project. Acceptable market research strategies may include one or more of the following:
 - b) Document the report showing results of supplier scouting services provided by the NIST MEP, or similar supplier scouting service. For more information about the supplier scouting process, contact the [local MEP center](#).
 - c) Document that the purchaser has made a good faith effort to contact a minimum of three (3) manufacturers or suppliers to determine if a BABAcompliant material is available in sufficient quantity and satisfactory quality. Documentation may include PDF files or screenshots of Internet searches or email communications, or documentation of phone conversations that notes the date and time of the call, the contact person with whom the purchaser spoke, and a summary of the information received.
3. Collect the required information to complete a waiver application using HUD's [BABA Waiver Submission Site](#) (<https://babawaiver.hud.gov/s/>). Access the [PDF version](#) of the application form to see questions ahead of time to assist with preparation. Once started, the application cannot be saved, so make sure all information has been collected in advance.
4. Submit a BABA waiver application through the BABA Waiver Submission Site. For help with completing the application, access the [Grantee User Manual](#) or view the [BABA Waiver System Training video](#). For additional technical assistance navigating the waiver system, please email BuildAmericaBuyAmerica@hud.gov.
5. HUD may contact the grantee for additional information as part of a review of the waiver application to validate the need for a waiver.
6. If an application is approved, HUD will post the proposed waiver in the Federal Register for a minimum 15-day public comment period and submit the request to the Made In America Office (MIAO). The MIAO will then review the proposed waiver and public comments for

final approval, and communicate a final decision to HUD, which will communicate it to the grantee.

Documentation of Compliance with the BAP

This section describes documentation that grantees should maintain to demonstrate compliance with the BAP for Covered Materials, including required terms and conditions of subawards. Project records should describe the public infrastructure project, identify the Covered Materials subject to the BAP, and include documentation that all iron and steel, manufactured products, and construction materials were produced in the United States or evidence of how a waiver was applicable.

Grantees are encouraged to coordinate with relevant members of the public infrastructure project team to ensure that the Covered Materials delivered to the project site are accompanied by documentation that demonstrates compliance with the BAP. Early and frequent coordination, such as pre-bid meetings to identify any Covered Materials that may be a challenge to source domestically, are recommended.

Grantees must maintain documentation of compliance with the BAP in hard copy or electronic formats, or in grant management software and must make it available to HUD upon request for monitoring purposes. Records should be consistent with existing records retention requirements for each of the Covered CPD programs. If there are no CPD program-specific records requirements, the CPD grantee may follow “retention requirements for records,” under 2 CFR § 200.334 as applicable to Federal grants. The compliance documentation must support the following:

- Documentation of the determination of BAP applicability to the Covered Materials used in the public infrastructure project. Even if the project is determined to be exempt, documentation of that determination should be retained in the grant files to support the determination. See Section VII and the optional BAP Applicability Checklist in Appendix 2.
- If a project is subject to the BAP, documentation that all Covered Materials subject to the BAP were procured from BABA-compliant sources, as determined by HUD’s Phased Implementation Waiver.
- If a general waiver was applied to the project, documentation that supports that the project meets the conditions of the waiver.
- If a project-/product-specific waiver was obtained for the project, a copy of the approved waiver and market research supporting the need for the waiver.

CPD grantees are required to identify whether an activity is an infrastructure project, as defined by BABA, in the Integrated Disbursement and Information System (IDIS) or the Disaster Recovery Grant Reporting System (DRGR), depending on the covered CPD program. Grantees will be prompted to answer a question regarding BAP applicability when creating a new activity or adding new funds to an existing activity. Grantees should answer the question based on the analysis in Section VII.

If the project is subject to the BAP requirements, the following are examples of information and documentation that the grantee may retain to demonstrate compliance. This is not an exhaustive or mandatory list and simply provides examples of documentation that can be maintained to support the conditions outlined above.

- A. Project budget specifying the total project cost and the cost of Covered Materials.

B. Procurement list(s) of Covered Materials purchased for the public infrastructure project, either by the grantee, subrecipient, or contractor. This list(s) should reflect, for example:

- a. Type of covered material, (iron, steel, manufactured product, or construction material);
- b. Product or Material;
- c. FFA Source(s);
- d. FFA Obligation Date(s);
- e. Costs per unit;
- f. Total cost of product purchase or contract;
- g. Manufacturer or Vendor;
- h. Actual purchaser (grantee, sub-recipient, contractor);
- i. Special Quality Standards, if applicable; and
- j. U.S. Made verification, if available (Made in the USA label, product specifications, vendor or contractor certification, etc.).

C. Documentation supporting the Covered Materials incorporated into the public infrastructure were made in the United States, for example:

- a. A copy of the label indicating the product was made in the United States;
- b. A copy of the product description or technical specifications that provides sufficient detail to conclude that the Covered Materials comply with BABA;
- c. A certificate or other documentation from the manufacturer demonstrating that the Covered Materials comply with BABA;
- d. A signed certification from the contractor of a project certifying compliance with BABA. (See Appendix 3 for an example.);
- e. A signed certification from the manufacturer of the Covered Materials certifying compliance with BABA.

D. Results of market research and product sourcing to include, for example, the following:

- a. Results of a supplier scouting search conducted by NIST MEP or another supplier scouting service;
- b. Copies of web searches used (e.g., PDF/JPEG copies of web pages showing search terms and results including sources considered, eliminated, and chosen for further research);
- c. Copies of email, fax, or mail correspondence with Covered Materials manufacturers or suppliers; and
- d. Records of phone communications with Covered Materials manufacturers or suppliers, including:
 - i. Dates and times of phone calls,
 - ii. Phone numbers used,
 - iii. Whether the phone communication was successful in making it possible to reach a staff person manufacturer or supplier able to respond to questions about BABA compliance, or whether the attempt at communication was 14 unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected),

- iv. If the phone communication resulted in reaching someone, the name of the person contacted,
- v. Notes describing the substance of the conversation (e.g., manufactured product is assembled in U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the United States).

Subrecipient Compliance with BABA Requirements

The terms and conditions of Federal awards attach to the FFA and flow down to subrecipients at all tiers. This means that all subgrantees, contractors, developers, etc., who receive Covered CPD Program funds through a CPD grantee must comply with BABA requirements. Language notifying subrecipients that the procurement of materials for public infrastructure projects must comply with the BAP must be included in all subawards, contracts, purchase orders, requests for proposals, and all other relevant procurement and bid documents. Sample language that grantees may use for this purpose is included below.

“Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Additional details on fulfilling the BABA requirements can be found at <https://www.hud.gov/baba>.

Contact Information

Grantees that have questions on this Notice should contact their assigned CPD Field Office Representative or request technical assistance from CPD staff at CPDBABA@hud.gov.

Appendix 1 - Frequently Asked Questions

This Notice includes CPD-specific frequently asked questions (FAQs). For additional FAQs, please view the BABA HUDExchange site, hudexchange.info/programs/baba.

1. What projects or activities does the BAP apply to?

The BAP applies to the Covered Materials used in construction, alteration, maintenance, or repair of public infrastructure projects funded by Covered CPD Programs. The term “infrastructure” includes the structures, facilities, and equipment for projects traditionally considered infrastructure, and buildings and real property. For CPD programs, this may include, but is not limited to, certain funding for:

- road and sidewalk improvement projects;
- water, sewer, and other utility projects;
- broadband infrastructure;
- affordable housing construction and rehabilitation of buildings with five or more units;
- community facility construction and rehabilitation;
- homeless shelter construction and rehabilitation; and
- other activities that are defined as public infrastructure according to BABA.

2. What projects or activities are not subject to the BAP?

The BAP does not apply to projects undertaken with Covered CPD Program funds that do not involve any construction, alteration, maintenance, or repair of public infrastructure. Examples of CPD-funded projects to which the BAP does not apply include planning, capacity building, program administration, public services, training, counseling, short-term rental assistance, land acquisition and demolition projects where there are no articles, materials or supplies that are consumed in, incorporated into, or affixed to infrastructure. The BAP does not apply to affordable housing development projects with one to four units.

3. How can I find products that are Made in the USA?

The Federal Trade Commission requires that products advertised or labeled as “Made in the USA” are generally assembled with parts and materials made of U.S. origin. Some manufacturers provide certification letters available on their website or upon request. HUD encourages grantees to coordinate with their local NIST [Manufacturing Extension Partnership \(MEP\)](#) center or similar supplier scouting service to find potential domestic manufacturers of items that cannot readily be sourced domestically.

4. If a project is already underway with funds not subject to the BAP and new funding is added that is subject to the BAP, does the entire project need to comply with the BAP?

Yes, if any funds subject to the BAP are included in a project, the entire project must comply with the BAP for Covered Materials based on HUD’s and any other applicable general waivers,

regardless of when the project was originally funded. Grantees who are considering adding Covered CPD Program funds for construction, maintenance, alteration or repair of an infrastructure project that was not previously subject to BABA requirements, should contact the local CPD Field Office for technical assistance.

5. How do I find the obligation date of my grant?

The obligation date is, in most cases, the date the grant agreement was signed by the CPD Director. You can locate this date by looking at the original grant agreement or navigating to IDIS or DRGR. For grants managed in IDIS, navigate to the View Grant screen and locate the date in the Obligation Date field. For grants managed in DRGR, navigate to the View Grant screen and locate the Contract Effective Date.

Appendix 2 - Optional Buy America Preference Applicability Checklist

This checklist is an optional tool that may be used or adapted to assist with determining if the Buy America Preference (BAP) applies to a public infrastructure project funded by a covered CPD program. This checklist follows the analysis steps as described in Section VII of Notice CPD-25-01 and may be retained for recordkeeping purposes.

Project Information

Grantee	
Grant Number	
Activity Name	
Activity Number (IDIS/DRGR)	

Step 1. Determine if the project is a public infrastructure project as defined in Sections II and III of Notice CPD-25-01.

<input type="checkbox"/> Yes	Continue to Step 2.
<input type="checkbox"/> No	The BAP does not apply. The BAP only applies to public infrastructure projects. Stop here.

Step 2. Is the project funded using a Covered CPD Program?

Check the box below for each CPD program funding this project.

Group A: Covered CPD Programs

<input type="checkbox"/>	CDBG	<input type="checkbox"/>	SHOP
<input type="checkbox"/>	Section 108	<input type="checkbox"/>	VHRMP
<input type="checkbox"/>	HOME	<input type="checkbox"/>	CPF/EDI
<input type="checkbox"/>	HTF	<input type="checkbox"/>	Section 4
<input type="checkbox"/>	RHP	<input type="checkbox"/>	Rural Capacity Building
<input type="checkbox"/>	ESG	<input type="checkbox"/>	PRO Housing
<input type="checkbox"/>	CoC	<input type="checkbox"/>	PRICE
<input type="checkbox"/>	HOPWA	<input type="checkbox"/>	FY23 PSH Funds

Group B: CPD Programs Not Covered by the BAP

<input type="checkbox"/>	CDBG-DR	<input type="checkbox"/>	CDBG-CV
<input type="checkbox"/>	CDBG-MIT	<input type="checkbox"/>	HOPWA-CV
<input type="checkbox"/>	CDBG-NDR	<input type="checkbox"/>	ESG-CV
<input type="checkbox"/>	HOME-ARP		

If you selected **any** Group A programs (even if Group B programs are also selected), answer yes. If you selected **only** Group B programs, answer no.

<input type="checkbox"/> Yes	Continue to Step 3.
<input type="checkbox"/> No	The BAP does not apply to this project because it is not funded by a covered CPD program. Stop here.

Step 3. Will the project use Covered Materials?

Each material should be classified into only one category: iron and steel, specifically listed construction materials, not listed construction materials, or manufactured products. This classification is necessary to apply HUD's Phased Implementation Waiver.

Check the box below for each type of covered material incorporated into this infrastructure project.

<input type="checkbox"/>	Iron or steel
<input type="checkbox"/>	Specifically Listed Construction materials
<input type="checkbox"/>	Not Listed Construction materials
<input type="checkbox"/>	Manufactured products

If you checked any boxes above, answer yes.

<input type="checkbox"/> Yes	Continue to Step 4.
<input type="checkbox"/> No	The BAP does not apply to this project because it will not incorporate any Covered Materials. Stop here.

Analysis continues on next page.

Step 4. Based on the obligation date of the covered CPD program funds, does the BAP apply to the funding source and Covered Materials that will be used in the project?

Use the phased implementation table to determine whether the BAP applies based on the obligation date for the covered CPD program funds and classification of materials. The BAP may only apply to some Covered Materials used in the project.

The obligation date is generally the date that HUD executed the grant agreement for covered CPD program funds to the grantee. This date may be found in the grant agreement. The obligation date is not the date when the grantee commits funds to a project under a subrecipient agreement.

BAP will apply to...	Iron and Steel	Specifically Listed Construction Materials	Not Listed Construction Materials	Manufactured Products
CDBG	CDBG funds obligated on or after 11/15/22	Projects using FY24 CDBG funds	Projects using FY25 CDBG funds	Projects using FY25 funds.
RHP	RHP funds obligated on or after 8/23/23	RHP funds obligated on or after 8/23/24	RHP funds obligated on or after 8/23/24	RHP funds obligated on or after 8/23/24
All other CPD programs except HOME and HTF	Funds obligated on or after 2/22/24	Funds obligated on or after 8/23/24	Funds obligated on or after 8/23/24	Funds obligated on or after 8/23/24
HOME and HTF	HOME or HTF funds obligated on or after 8/23/24	HOME or HTF funds obligated on or after 8/23/24	HOME or HTF funds obligated on or after 8/23/24	HOME or HTF funds obligated on or after 8/23/24

<input type="checkbox"/> Yes	Indicate here which Covered Materials the BAP applies to and continue to Step 5: <input type="checkbox"/> Iron and steel <input type="checkbox"/> Specifically listed construction materials <input type="checkbox"/> Not listed construction materials <input type="checkbox"/> Manufactured products
<input type="checkbox"/> No	The BAP does not apply to this project because the funds were obligated before the effective date for the program/materials used in the project. Stop here.

Step 5. HUD has issued several general waivers. Check the box next to any conditions that apply to the project.

Public infrastructure projects that meet the conditions of a general waiver may be exempt in whole or in part from the BAP.

<input type="checkbox"/>	The total cost of the project from all sources (Federal and non-Federal) is \$250,000 or less. If checked, the Small Grants Waiver applies, and the project is exempt from the BAP.
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<input type="checkbox"/>	There is an urgent need to immediately complete the project because of a threat to life, safety, or property. If checked, the Exigent Circumstances Waiver applies, and the project is exempt from the BAP.
<input type="checkbox"/>	The project is in Guam, American Samoa, or the Northern Mariana Islands. If checked, the Pacific Island Territories Waiver applies, and the project is exempt from the BAP.
<input type="checkbox"/>	The project is being funded by a Tribal recipient. If checked, the Tribal Recipients Waiver applies, and the project is exempt from the BAP.

If you checked any of the boxes above, answer yes below.

<input type="checkbox"/> Yes	The HUD general waiver selected above is being applied to this project, so the BAP does not apply to the entire project. Attach documentation of the conditions of the waiver and then stop here.
<input type="checkbox"/> No	Proceed to Step 5a.

Step 5a. Calculate the *De Minimis* limit for the project:

The total cost of all Covered Materials includes all iron and steel, construction materials, and manufactured products used in the project, regardless of whether the BAP currently applies under the Phased Implementation Waiver.

Enter the total cost of all Covered Materials:	
Multiply that amount by 0.05 (5%):	
Enter the lower of the number calculated in the row above or \$1,000,000:	

The amount in the third row above is the *De Minimis* limit for this project. The BAP can be waived for Covered Materials from foreign or unknown sources at a cost not to exceed the *De Minimis* limit of 5% of the total cost of materials or \$1,000,000 (whichever is less). The BAP will still apply to other Covered Materials used in the project. **Attach a list of Covered Materials and their associated costs to which the *De Minimis* limit has been applied.**

Step 6. Is there a need for a project-/product-specific waiver?

If the BAP applies to a project and all general waiver flexibilities have been utilized, but there are remaining Covered Materials that can only be sourced from foreign or unknown sources, then a grantee may apply for a project-/product-specific waiver.

<input type="checkbox"/> Yes	Refer to guidance in Section VII Step 6 of Notice CPD 25-01.
<input type="checkbox"/> No	Stop here and retain this analysis in project records.

Completed by

Date Completed

Appendix 3 - Optional Buy America Preference Certification

Project Information

Grantee	
Grant Number	
Activity Name	
Activity Number (IDIS/DRGR)	

This “*Optional Buy America Preference Certification*” is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into a public infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by HUD and the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For Covered Materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Attach a list of all Covered Materials procured by the signatory and used in the project.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802).

Signature	Title/Organization	Date

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any

phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of

September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503 (if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;

- e. Leaves of absence, sick leave or any other leave;
- f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
- g. Activities sponsored by the contractor including social or recreational programs; and
- h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with bid proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)